



REVISED and CORRECTED
Victim Impact Statement

FRANKLIN

United States v. Thomas Gibson, et al.

Court Docket: 3:11CR-123-R

AUSA: James R. Lesousky, Jr./Marisa A. Ford

A. Initial Crime Related Loss

GLEN FRANKLIN

NET FINAL LOSSES

The total amount of crime related loss. **\$340,327.16**

On a separate page, please list the individual losses or expenses. If possible, please attach any supporting documents you have such as receipts, repair bills, etc. SEE ATTACHED EXHIBIT: Revised and Corrected Amended Proof Of Claim

B. Recovered Losses

Please list any property or money that you have recovered or is being held by law enforcement officials :

NONE

If you received any payments or benefits as a result of the crime, please list below the amounts received and information on the company who provided the payments:

Name: _____
Address: _____
Phone: _____ Tax ID No. (EIN): _____
Contact: _____ Claim No.: _____
Amount received: _____ Amount of Claim: _____

Amount of Recovered Losses..... **\$0.00**

C. Total Crime Related Loss..... **\$340,327.16**

I declare under penalty of law that the above information I have provided is true:

Signature: W. Scott Newbern
W. Scott Newbern, PL
Counsel For Glen Franklin

Date: 4/22/2016

If restitution is ordered, please provide us with an address where restitution payments should be mailed:

Name: **GLEN FRANKLIN**
Address: **c/o W. Scott Newbern, PL, 2982 Giverny Circle**
City: **Tallahassee** State: **Florida** Zip: **32309**
Phone Number: **850.591.1707**
Last 4 numbers of Social Security number: **7020**

Victim Impact Statement

In addition to finances, crimes can also have an emotional impact and you and those close to you. The emotional impact of a crime has had on its victims is also important for the Court to know. The following questions are designed to help individuals who are having difficulty expressing their emotions. Feel free to answer the questions below or write up your own statement. If needed, you can attach additional pages.

1. How has this crime affected you and those close to you? Has the crime caused you to suffer any type of physical or emotional injuries?

See Attached. Fifth Third Bank dishonored Eastern Livestock Co. checks issued in payment for livestock at our Stockyard in amounts that, absent the recovery of cattle and payments as outlined here, the business would have folded. At the same time, we were pursued by the Trustee for actually following the Packer & Stockyards federal law in recovering unpaid amounts on all cattle sold.

2. Have you or members of your family received counseling or therapy as a result of the crime?

n/a

3. How has this crime affected your ability to perform daily tasks such as working, taking care of your family, going to school? How has the crime impacted events that you routinely enjoyed doing prior to the crime?

Absent recovery the business would have gone under. The Eastern matter put a strain on the entire cattle industry, but especially on the small producers, backgrounders, and stockyards to whom a large portion of the dishonored checks were issued and were targeted for collecting on unpaid cattle sales as required by the Packers & Stockyards Act.

4. What would you like to see happen to the defendant(s)?

n/a

5. Is there anything else you would like the Court to know prior to sentencing the defendant?

n/a

Fill in this information to identify the case:

Debtor 1 In Re: Eastern Livestock Co., LLC

Debtor 2 _____
(Spouse, if filing)

United States Bankruptcy Court for the: Southern District of Indiana

Case number 10-93904-BHL-11

Official Form 410
Proof of Claim

REVISED and CORRECTED AMENDED CLAIM
See attached Exhibit 18 and Summary

04/16

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?	<u>Glen Franklin</u> Name of the current creditor (the person or entity to be paid for this claim)	
	Other names the creditor used with the debtor <u>Glen Franklin Cattle Co., Inc.</u>	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent? <u>W. Scott Newbern, LC</u> Name <u>2982 Giverny Circle</u> Number Street <u>Tallahassee</u> <u>FL</u> <u>32309</u> City State ZIP Code Contact phone _____ Contact email _____	Where should payments to the creditor be sent? (if different) Name _____ Number Street _____ City State ZIP Code _____ Contact phone _____ Contact email _____
Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____		
4. Does this claim amend one already filed?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Claim number on court claims registry (if known) <u>Nos. 538,539</u> Revised, Corrected, and Updated Claims : 151 (BMC 353)	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	

Revised and Corrected

 Filed on 01/11/2016
 MM / DD / YYYY

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? ☒ No
☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____

7. How much is the claim? \$ 340,327.16 Does this amount include interest or other charges?

See Attached Exhibit A and Exhibit 18

- ☒ No
☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
Limit disclosing information that is entitled to privacy, such as health care information.

Unpaid sales of cattle and adjustments

9. Is all or part of the claim secured? ☒ No
☐ Yes. The claim is secured by a lien on property.

Nature of property:

- ☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
☐ Motor vehicle
☐ Other. Describe: _____

Basis for perfection: _____

Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property: \$ _____

Amount of the claim that is secured: \$ _____

Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: \$ _____

Annual Interest Rate (when case was filed) _____ %

- ☐ Fixed
☐ Variable

10. Is this claim based on a lease? ☒ No
☐ Yes. Amount necessary to cure any default as of the date of the petition. \$ _____

11. Is this claim subject to a right of setoff? ☒ No
☐ Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

☒ No

☐ Yes. Check one:

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

Amount entitled to priority

\$ _____

☐ Up to \$2,850* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ _____

☐ Wages, salaries, or commissions (up to \$12,850*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$ _____

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$ _____

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

\$ _____

☐ Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

\$ _____

* Amounts are subject to adjustment on 4/01/19 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☐ I am the creditor.

☒ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 04/14/2016

MM / DD / YYYY

Signature

Print the name of the person who is completing and signing this claim:

Name W. Scott Newbern

First name

Middle name

Last name

Title

Managing Member

Company

W. Scott Newbern, PL

Identify the corporate servicer as the company if the authorized agent is a servicer.

Address

2982 Giverny Circle

Number

Street

Tallahassee

FL

32309

City

State

ZIP Code

Contact phone

850-591-1707

Email

wsnewbern@msn.com

<u>Franklin Revised And Amended Claim Summary</u>	
Dishonored Check No. F35493	(\$501,030.00)
Setoff for G. Gibson Cattle	\$125,602.22
Adjusted Costs For G. Gibson Cattle	(\$71,604.09)
NET Dishonored Checks & Cattle	(\$447,031.87)
NET Total Recoveries from Bond & Settlement Collections/Payments	\$106,704.71
NET Revised & Amended Claim	(\$340,327.16)

Exhibit A

VERIFICATION

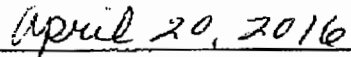
Under penalties of perjury I, GLEN FRANKLIN, individually and as principal of Glen Franklin Cattle Co., Inc., declare that the allegations in foregoing *Revised and Corrected Amended Proof Of Claim*, together with attached exhibits, are based upon my personal knowledge and are true and correct to the best of my knowledge, information, and belief.



GLEN FRANKLIN

Glen Franklin Cattle Co., Inc.

House, New Mexico


Date

Fill in this information to identify the case:

Debtor 1: In Re: Eastern Livestock Co., LLC

Debtor 2: _____
(optional, if filing)

United States Bankruptcy Court for the: Southern District of Indiana

Case number: 10-93904-BHL-11

Official Form 410
Proof of Claim

REVISED and CORRECTED AMENDED CLAIM
See attached Exhibit 18 and Summary

04/16

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 603.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?
Glen Franklin
Name of the current creditor (the person or entity to be paid for this claim)
Other names the creditor used with the debtor: Glen Franklin Cattle Co., Inc.
2. Has this claim been acquired from someone else?
☒ No
☐ Yes. From whom? _____
3. Where should notices and payments to the creditor be sent?
Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)
- | Where should notices to the creditor be sent? | | | Where should payments to the creditor be sent? (if different) | | |
|---|-------------|----------------|---|-------------|----------------|
| <u>W. Scott Newbern, LC</u> | | | Name _____ | | |
| <u>2982 Giverny Circle</u> | | | Number _____ Street _____ | | |
| <u>Tallahassee</u> | <u>FL</u> | <u>32309</u> | City _____ | State _____ | ZIP Code _____ |
| City _____ | State _____ | ZIP Code _____ | | | |
| Contact phone _____ | | | Contact phone _____ | | |
| Contact email _____ | | | Contact email _____ | | |
| Uniform claim identifier for electronic payments in chapter 13 (if you use one):
_____ | | | | | |
4. Does this claim amend one already filed?
☐ No
☒ Yes. Claim number on court claims registry (if known) Nos. 538,539 Filed on 01/11/2016
Revised, Corrected, and Updated Claims : 151 (BMC 353)
5. Do you know if anyone else has filed a proof of claim for this claim?
☒ No
☐ Yes. Who made the earlier filing? _____

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Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? ☒ No
☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____

7. How much is the claim? \$ 340,327.16 Does this amount include interest or other charges?

- ☒ No
☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

See Attached Exhibit A and Exhibit 18

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.

Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).

Limit disclosing information that is entitled to privacy, such as health care information.

Unpaid sales of cattle and adjustments

9. Is all or part of the claim secured? ☒ No
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Nature of property:

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☐ Variable

10. Is this claim based on a lease? ☒ No
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11. Is this claim subject to a right of setoff? ☒ No
☐ Yes. Identify the property: _____

GG

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

☒ No

☐ Yes. Check one:

Amount entitled to priority

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

\$ _____

☐ Up to \$2,850* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ _____

☐ Wages, salaries, or commissions (up to \$12,850*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$ _____

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$ _____

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

\$ _____

☐ Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

\$ _____

* Amounts are subject to adjustment on 4/01/19 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it, FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☐ I am the creditor.

☒ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 04/14/2016

MM/DD/YYYY

Signature

Print the name of the person who is completing and signing this claim:

Name W. Scott Newbern

First name

Middle name

Last name

Title Managing Member

Company W. Scott Newbern, PL

Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 2932 Giverny Circle

Number

Street

Tallahassee

FL

32309

City

State

ZIP Code

Contact phone 850-691-1707

Email

wsnewbern@msn.com

JS

<u>Franklin Revised And Amended Claim Summary</u>	
Dishonored Check No. F35493	(\$501,030.00)
Setoff for G. Gibson Cattle	\$125,602.22
Adjusted Costs For G. Gibson Cattle	(\$71,604.09)
NET Dishonored Checks & Cattle	(\$447,031.87)
NET Total Recoveries from Bond & Settlement Collections/Payments	\$106,704.71
NET Revised & Amended Claim	(\$340,327.16)

Exhibit A

JF

Exhibit 18

Glen Franklin

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF INDIANA
NEW ALBANY DIVISION

IN RE:)	CASE NO. 10-93904-BHL-11
)	
EASTERN LIVESTOCK CO., LLC,)	Hon. Basil H. Lorch, III
)	
Debtor.)	
_____)	
JAMES A. KNAUER, CHAPER 11 TRUSTEE)	Adv. Pro. No. 13-59070
OF EASTERN LIVESTOCK CO., LLC,)	
)	
Plaintiff,)	
)	
v.)	
)	
GLEN FRANKLIN,)	
)	
Defendant.)	

**DEFENDANT GLEN FRANKLIN’S NOTICE OF
CORRECTED AMENDED PROOF OF CLAIM NUMBER 353**

COMES NOW Defendant GLEN FRANKLIN (“Franklin” or “Defendant”), by and through undersigned counsel, and gives notice of amending Claim No. 353 to the amount of FOUR HUNDRED FORTY-SEVEN THOUSAND THIRTY-ONE AND 87/100 DOLLARS (\$447,031.87) as attached hereto and more particularly described below:

1. In early November Franklin purchased a total of 232 head from Grant Gibson for a total of \$125,602.22 for which payment was withheld as a setoff in Claim 353 against the

dishonored check no. F35493 in the amount \$501,030.00.¹ Exhibit A. This reduced claim no. 353 to the amount of \$375,427.78 as filed originally April 26, 2011 (\$501,030.00 less \$125,602.22).

2. However, because of the 232 head were stale and unhealthy, Franklin was forced to incur significant health recovery costs and maintenance costs from the lost time because of the health recovery that eliminated the winter wheat pasture cycle for these cattle. These additional costs totaling \$71,604.09, include a very significant 25.1% death loss of 58 of the original 232 head totaling \$31,400.04.²

3. November 2nd Franklin purchased a single load of 115 steers from Grant Gibson for \$63,502.74 under invoice 315257 and another load of 117 steers on November 3rd for \$62,099.48 under invoice 316529 for a total of 232 head at \$125,602.22. Exhibit A

Expenses & Death Loss At Rocking F Cattle Co.	Lot 60		Lot 61		Total	
	No. Hd.	Amount	No. Hd.	Amount	No. Hd.	Amount
Delivered	115	\$63,502.74	117	\$62,099.48	232	\$125,602.22
<u>Nov 3 - Dec 17, 2010</u>						
Processing		(\$4,191.28)		(\$4,264.17)		(\$8,455.45)
Medicine		(\$5,800.00)		(\$4,632.00)		(\$10,432.00)
Death Loss \$541.38	(31)	(\$16,782.78)	(23)	(\$12,451.74)	(54)	(\$29,234.52)
Total Cost to Dec 17 '10	(31)	(\$26,774.06)	(23)	(\$21,347.91)	(54)	(\$48,121.97)
Percent Death Losses	(27.0%)		(19.7%)		(23.3%)	
<u>Dec 17 - Feb 15, 2011</u>						
Yardage						(\$3,184.20)
Medicine						(\$1,150.00)
Feed						(\$16,982.40)
Death Loss \$541.38					(4)	(\$2,165.52)
Total Cost to Feb 15 '11					(4)	(\$23,482.12)
Total Costs Incurred Nov 3 - Feb 15, 2011					(58)	(\$71,604.09)
Percent Death Loss					(25.1%)	
Adjusted Claim Setoff					174	\$53,998.13

¹ The cattle for which check no. F35493 was dishonored were financed through the Farm Credit Bank of New Mexico. Exhibit B.

² This is based on the average per head cost of \$541.38 from the combined 232 head at a total of \$125,602.22.

4. The two (2) loads of 115 head and 117 head cattle were delivered to Rockin F Cattle Co., Farwell, TX, arriving on November 3rd and 4th and placed in pre-conditioning pens comprising Lots 60 and 61, respectively. Exhibit C.

5. Franklin incurred \$71,604.09 in total additional costs to bring the cattle back to health, feed, and prepare for sale. This amount reduced the set off of his original dishonored claim from \$125,602.22 to \$53,998.13. Exhibit C.

WHEREFORE Claim No. 353 is amended to the amount of **FOUR HUNDRED FORTY-SEVEN THOUSAND THIRTY-ONE AND 87/100 DOLLARS** (\$501,030.00 less \$53,998.13 or **\$447,031.87**).

Respectfully submitted this 21st day of October 2014,

W. SCOTT NEWBERN, PL

/s/ W. Scott Newbern

W. Scott Newbern
2982 East Giverny
Tallahassee, FL 32309
(T) 850.591.1707
(F) 850.894.0871
wsnewbern@msn.com

COUNSEL FOR GLEN FRANKLIN

CERTIFICATE OF SERVICE

I hereby certify that on this 21st day of October 2014, a copy of the foregoing was filed electronically. Notice of this filing will be sent to all parties through the Court's Electronic Case Filing System. Parties may access this filing through the Court's system.

/s/ W. Scott Newbern

W. SCOTT NEWBERN

CORRECTED Amended Claim No. 353 - Franklin, Glen

B10 (Official Form 10) (04/13)

UNITED STATES BANKRUPTCY COURT Southern District of Indiana		PROOF OF CLAIM		
Name of Debtor: EASTERN LIVESTOCK COMPANY, LLC	Case Number: 10-93904-BHL-11			
NOTE: Do not use this form to make a claim for an administrative expense that arises after the bankruptcy filing. You may file a request for payment of an administrative expense according to 11 U.S.C. § 503.				
Name of Creditor (the person or other entity to whom the debtor owes money or property): GLEN FRANKLIN				
Name and address where notices should be sent: c/o W. Scott Newbern, Esq 2982 East Giverny Circle Tallahassee, FL 32309 Telephone number: (850) 591-1707 email: wsnewbern@msn.com		COURT USE ONLY <input type="checkbox"/> Check this box if this claim amends a previously filed claim. Court Claim Number: _____ (If known) Filed on: _____		
Name and address where payment should be sent (if different from above): Telephone number: _____ email: _____		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars.		
1. Amount of Claim as of Date Case Filed: \$ <u>\$447,031.87</u> before interest, fees, and costs of recovery If all or part of the claim is secured, complete item 4. If all or part of the claim is entitled to priority, complete item 5. <input type="checkbox"/> Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges.				
2. Basis for Claim: Please see attached (See instruction #2)				
3. Last four digits of any number by which creditor identifies debtor:	3a. Debtor may have scheduled account as: _____ (See instruction #3a)	3b. Uniform Claim Identifier (optional): _____ (See instruction #3b)		
4. Secured Claim (See instruction #4) Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information. Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: _____ Value of Property: \$ _____ Annual Interest Rate _____ % <input type="checkbox"/> Fixed or <input type="checkbox"/> Variable (when case was filed)				
<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> Amount of arrearage and other charges, as of the date case was filed: tortious conduct int. \$ <u>\$319,709.20</u> and est. fees Basis for perfection: <u>Security Agreement with Farm Credit New Mexico</u> </td> <td style="width: 50%; vertical-align: top;"> TOTAL CLAIM Amount of Secured Claim: \$ <u>\$447,031.87</u> TOTAL CLAIM with recovery costs \$ <u>\$766,741.07</u> </td> </tr> </table>			Amount of arrearage and other charges, as of the date case was filed: tortious conduct int. \$ <u>\$319,709.20</u> and est. fees Basis for perfection: <u>Security Agreement with Farm Credit New Mexico</u>	TOTAL CLAIM Amount of Secured Claim: \$ <u>\$447,031.87</u> TOTAL CLAIM with recovery costs \$ <u>\$766,741.07</u>
Amount of arrearage and other charges, as of the date case was filed: tortious conduct int. \$ <u>\$319,709.20</u> and est. fees Basis for perfection: <u>Security Agreement with Farm Credit New Mexico</u>	TOTAL CLAIM Amount of Secured Claim: \$ <u>\$447,031.87</u> TOTAL CLAIM with recovery costs \$ <u>\$766,741.07</u>			
5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507 (a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount.				
<input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507 (a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Up to \$2,775* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. § 507 (a)(7).	<input type="checkbox"/> Wages, salaries, or commissions (up to \$12,475*) earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier – 11 U.S.C. § 507 (a)(4). <input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. § 507 (a)(8).	<input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. § 507 (a)(5). <input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. § 507 (a)(____).		
		Amount entitled to priority: \$ _____		
*Amounts are subject to adjustment on 4/01/16 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.				
6. Credits. The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #6)				

B10 (Official Form 10) (04/13)

2

7. Documents: Attached are **redacted** copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, security agreements, or, in the case of a claim based on an open-end or revolving consumer credit agreement, a statement providing the information required by FRBP 3001(c)(3)(A). If the claim is secured, box 4 has been completed, and **redacted** copies of documents providing evidence of perfection of a security interest are attached. If the claim is secured by the debtor's principal residence, the Mortgage Proof of Claim Attachment is being filed with this claim. (See instruction #7, and the definition of "redacted".)

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain:

8. Signature: (See instruction #8)

Check the appropriate box.

☐ I am the creditor. ☒ I am the creditor's authorized agent. ☐ I am the trustee, or the debtor, or their authorized agent. ☐ I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005.)
(See Bankruptcy Rule 3004.)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: W. Scott Newbern
Title: Attorney for Glen Franklin
Company: W. Scott Newbern, PL
Address and telephone number (if different from notice address above):
2982 East Giverny Circle
Tallahassee, Florida 32309

(Signature) W. Scott Newbern, Esq. 10/21/14
(Date)

Telephone number: (850) 591-1707 email: wsnewbern@msn.com

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, exceptions to these general rules may apply.

Items to be completed in Proof of Claim form

Court, Name of Debtor, and Case Number:

Fill in the federal judicial district in which the bankruptcy case was filed (for example, Central District of California), the debtor's full name, and the case number. If the creditor received a notice of the case from the bankruptcy court, all of this information is at the top of the notice.

Creditor's Name and Address:

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

1. Amount of Claim as of Date Case Filed:

State the total amount owed to the creditor on the date of the bankruptcy filing. Follow the instructions concerning whether to complete items 4 and 5. Check the box if interest or other charges are included in the claim.

2. Basis for Claim:

State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card. If the claim is based on delivering health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information. You may be required to provide additional disclosure if an interested party objects to the claim.

3. Last Four Digits of Any Number by Which Creditor Identifies Debtor:

State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor.

3a. Debtor May Have Scheduled Account As:

Report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

3b. Uniform Claim Identifier:

If you use a uniform claim identifier, you may report it here. A uniform claim identifier is an optional 24-character identifier that certain large creditors use to facilitate electronic payment in chapter 13 cases.

4. Secured Claim:

Check whether the claim is fully or partially secured. Skip this section if the

claim is entirely unsecured. (See Definitions.) If the claim is secured, check the box for the nature and value of property that secures the claim, attach copies of lien documentation, and state, as of the date of the bankruptcy filing, the annual interest rate (and whether it is fixed or variable), and the amount past due on the claim.

5. Amount of Claim Entitled to Priority Under 11 U.S.C. § 507 (a).

If any portion of the claim falls into any category shown, check the appropriate box(es) and state the amount entitled to priority. (See Definitions.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

6. Credits:

An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

7. Documents:

Attach redacted copies of any documents that show the debt exists and a lien secures the debt. You must also attach copies of documents that evidence perfection of any security interest and documents required by FRBP 3001(c) for claims based on an open-end or revolving consumer credit agreement or secured by a security interest in the debtor's principal residence. You may also attach a summary in addition to the documents themselves. FRBP 3001(c) and (d). If the claim is based on delivering health care goods or services, limit disclosing confidential health care information. Do not send original documents, as attachments may be destroyed after scanning.

8. Date and Signature:

The individual completing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what constitutes a signature. If you sign this form, you declare under penalty of perjury that the information provided is true and correct to the best of your knowledge, information, and reasonable belief. Your signature is also a certification that the claim meets the requirements of FRBP 9011(b). Whether the claim is filed electronically or in person, if your name is on the signature line, you are responsible for the declaration. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. If the claim is filed by an authorized agent, provide both the name of the individual filing the claim and the name of the agent. If the authorized agent is a servicer, identify the corporate servicer as the company. Criminal penalties apply for making a false statement on a proof of claim.

Exhibit A

Exhibit B

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER
(optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Ag New Mexico, FCS, PCA
P.O. Box 1328
Clovis, New Mexico 88102-1328

2 Pages (2) @ \$2000
2001071100321
07/11/01 8:14
NMS54D

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME

OR Glen Franklin Cattle Company, Inc.

1b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

1c. MAILING ADDRESS

Box 703

CITY

House

STATE

POSTAL CODE

COUNTRY

NM

88121

USA

1d. TAX ID #: SSN OR EIN

ADDL INFO RE
ORGANIZATION
DEBTOR

1e. TYPE OF ORGANIZATION

Incorporation

1f. JURISDICTION OF ORGANIZATION

NM

1g. ORGANIZATIONAL ID #, if any

1014760

☐ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR 2b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

2c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

2d. TAX ID #: SSN OR EIN

ADDL INFO RE
ORGANIZATION
DEBTOR

2e. TYPE OF ORGANIZATION

2f. JURISDICTION OF ORGANIZATION

2g. ORGANIZATIONAL ID #, if any

☐ NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNORSHIP) - Insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME

OR Ag New Mexico, FCS, PCA

3b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

3c. MAILING ADDRESS

P.O. Box 1328

CITY

Clovis

STATE

POSTAL CODE

COUNTRY

NM

88102-1328

USA

4. This FINANCING STATEMENT covers the following collateral:

Continuation of Previously filed Financing Statement #03895 09/25/91 De Baca County
Continuation of Previously filed Financing Statement #4429 09/25/91 Roosevelt County
Continuation of Previously filed Financing Statement #910493 09/25/91 Curry County
All livestock branded or unbranded or in the possession of debtor or hereafter acquired by way of replacement, substitution, increase of addition and all livestock that is inventory.
All farm and ranch machinery and equipment of every kind whether now in the possession of the debtor, or hereafter acquired by way of replacement, substitution or addition. All annual and perennial crops of whatever kind and description grown, growing, or to be planted on land owned, rented, or leased described as follows:

SEE ATTACHMENTS

5. ALTERNATIVE DESIGNATION (if applicable): ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC
6. ☐ THIS FINANCING STATEMENT is to be filed (or record) (or recorded) in the REAL ESTATE RECORDS. Attach Address: ☐ 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2
8. OPTIONAL FILER REFERENCE DATA

Glen Franklin and Jimmie Gayle Franklin #122100263

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT (FORM UCC-1) (REV. 07/29/98)

Reorder from Uniform Information Services, Inc.
800-382-2424 (11/09/07/08)

Frank 000059

ATTACHMENT

Glen Franklin Cattle Company, Inc.

Acres Sec TWN RNG Owner County State

6,070 West and East of House, Glen Franklin, Quay Co.-NM.
 3,960 8m SW of House, Leta Harvey, Quay Co.-NM.
 320 1m NE of House, Leta Harvey, DeBaca Co.-NM.
 160 Sec 6 T5N R29E, Maurice Runyan, Quay Co.-NM.
 Land located South of Portales, Lanny Gresham-Roosevelt Co.-NM.
 Land North of Bethal, Leland Pool, Roosevelt Co.-NM.
 Land S of Dora, Dave Pruitt, Roosevelt Co.-NM.
 Land located North of Roswell, Charleson Steinbock, Chaves Co.-NM
 Land located South of Portales, Carthel, Roosevelt Co.-NM.
 Land located South of Clovis, Charles Petty, Curry Co.-NM.
 Land located Airbase Road, Terrel Roberts, Curry Co.-NM.

6,070 acres West and East of House-Owned-Quay Co.-NM.
 3,960 acres East of Lubbock-Leased-City of Lubbock-Lubbock TX.
 Lanny Gresham lease South of Portales-Roosevelt Co.-NM
 Leland Pool lease North of Bethal-Roosevelt Co.-NM
 Phillip Smith lease North East of Floyd-Roosevelt Co.-NM
 Dave Pruitt lease South of Dora-Roosevelt Co.-NM

Township	Range	Sec.	Desc.
T5N	R28E	Sec 16:	All-Leased-Leta Harvey-Quay Co.-NM
T4N	R28E	Sec 8:	E/2-Leased-DeBaca Co.-NM-Leta Harvey
T5N	R29E	Sec 6:	SW/4-Leased-Maurice Runyan-Quay Co.-NM
T5N	R28E	Sec 17:	All-Leased-Leta Harvey-Quay Co.-NM

UCC FINANCING STATEMENT AMENDMENT
FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A NAME & PHONE OF CONTACT AT FILER (optional)

B SEND ACKNOWLEDGEMENT TO (Name and Address)

Ag New Mexico, FCS, PCA
P. O. Box 1328
Clovis, NM 88102-1328

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a INITIAL FINANCING STATEMENT FILE # #2001071100321 dated 7/11/01		1b This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS <input type="checkbox"/>	
2 <input type="checkbox"/> TERMINATION Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement			
3 <input type="checkbox"/> CONTINUATION Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law			
4 <input type="checkbox"/> ASSIGNMENT (full or partial) Give name of assignee in item 7a or 7b and address of assignee in item 7c, and also give name of assignor in item 9			
5 AMENDMENT (PARTY INFORMATION) This Amendment affects <input type="checkbox"/> Debtor or <input checked="" type="checkbox"/> Secured Party of record Check only one of these two boxes Also check one of the following three boxes and provide appropriate information in items 6 and/or 7 <input type="checkbox"/> CHANGE name and/or address Give current record name in item 6a or 6b, also give new name (if name changes) in item 7a or 7b and/or new address (if address changes) in item 7c <input type="checkbox"/> DELETE name Give record name to be deleted in item 6a or 6b <input type="checkbox"/> ADD name Complete item 7a or 7b, and also item 7c, also complete items 7d-7g (if applicable)			
6 CURRENT RECORD INFORMATION			
6a ORGANIZATION'S NAME Glen Franklin Cattle Co., Inc. Box 703 House, NM 88121			
OR	6b INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME SUFFIX
7 CHANGED (NEW) OR ADDED INFORMATION			
7a ORGANIZATION'S NAME			
OR	7b INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME SUFFIX
7c MAILING ADDRESS		CITY	STATE POSTAL CODE COUNTRY
7d TAXID # SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	7e TYPE OF ORGANIZATION	7f JURISDICTION OF ORGANIZATION 7g ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE
8. AMENDMENT (COLLATERAL CHANGE) check only one box. Describe collateral <input type="checkbox"/> deleted or <input type="checkbox"/> added, or give entire <input checked="" type="checkbox"/> restated collateral description, or describe collateral <input type="checkbox"/> assigned Legal Description to be replaced with attachment			
9 NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment) If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here <input type="checkbox"/> and enter name of DEBTOR authorizing this Amendment			
9a ORGANIZATION'S NAME Ag New Mexico, FCA, PCA			
OR	9b INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME SUFFIX
10 OPTIONAL FILER REFERENCE DATA Glen Franklin Cattle Co., Inc. #122100263			

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 07/29/98)

Frank 000063

Legal Documentation for Glen Franklin Cattle Co., Inc.

Acres	Section	TWP	RNG	Owner	County	State
6070	W and E of House			Glen Franklin	Quay	NM
3960	16,17	TSN	R28E	Leta Harvey	Quay	NM
320	8	T4N	R28E	Leta Harvey	DeBaca	NM
160	6	TSN	R29E	Maurice Runyan	Quay	NM
3680	S of Portales			Lanny Gresham	Roosevelt	NM<
640	N of Bethel			Leland Pool	Roosevelt	NM
160	NE of Portales			Waide Davis	Roosevelt	NM
480	SE and E of Muleshoe			Kelley Harrison	Bailey/ Lamb	TX
640	SE of Elida			Justin Mullins	Roosevelt	NM
3960	E of Lubbock			City of Lubbock	Lubbock	TX
2760	Wilson, TX			City of Lubbock	Lubbock	TX
480	Lazbuddle, TX			Dennis Schilling	Farmer	TX
160	Lazbuddle			L.M. Smith	Farmer	TX
320	Lazbuddle			Vernon Turner	Farmer	TX
160	Lazbuddle			Mike Miller	Farmer	TX
320	Dimmit, TX			Greg Sides	Castro	TX
160	Littlefield, TX			Brad Willson	Lamb	TX
480	6 miles N of Herford			Don Rhodes	Deaf Smith	TX
320	Lazbuddle			Royce Barnes	Farmer	TX
1280	NW of Muleshoe			Barrier Farms	Bailey/ Lamb	TX
160	6 miles SE of Portales				Roosevelt	NM
320	S of Portales				Roosevelt	NM

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER
(optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Ag New Mexico, PCS, PCA
P.O. Box 1328
Clovis, New Mexico 88102-1328

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME

Glen Franklin Cattle Company, Inc.

OR 1b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

1c. MAILING ADDRESS

Box 703

CITY

House

STATE

POSTAL CODE

COUNTRY

NM

88121

USA

1e. TAX ID# SSN OR EIN
85-0274955

ADDL INFO RE
ORGANIZATION
DEBTOR

1d. TYPE OF ORGANIZATION
Incorporation

1f. JURISDICTION OF ORGANIZATION
NM

1g. ORGANIZATIONAL ID# if any
1014760

☐ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR 2b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

2c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

2e. TAX ID# SSN OR EIN

ADDL INFO RE
ORGANIZATION
DEBTOR

2d. TYPE OF ORGANIZATION

2f. JURISDICTION OF ORGANIZATION

2g. ORGANIZATIONAL ID# if any

☐ NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNOR or ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME

Ag New Mexico, PCS, PCA

OR 3b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

3c. MAILING ADDRESS

P.O. Box 1328

CITY

Clovis

STATE

POSTAL CODE

COUNTRY

NM

88102-1328

USA

4. THIS FINANCING STATEMENT covers the following collateral:

Continuation of Previously filed Financing Statement #03895 09/25/91 De Baca County
Continuation of Previously filed Financing Statement #4429 09/25/91 Roosevelt County
Continuation of Previously filed Financing Statement #910493 09/25/91 Curry County
All livestock branded or unbranded or in the possession of debtor or hereafter acquired by way of replacement, substitution, increase of addition and all livestock that is inventory. All farm and ranch machinery and equipment of every kind whether now in the possession of the debtor, or hereafter acquired by way of replacement, substitution or addition. All annual and perennial crops of whatever kind and description grown, growing, or to be planted on land owned, rented, or leased described as follows:

SEE ATTACHMENTS

5. ALTERNATIVE DESIGNATION (if applicable)	6. REASON FOR FILING	7. CONSUMER/COMSUMER	8. SALESPERSON	9. SELLER/BUYER	10. A/E/L/H	11. NON-UCC
12. FINANCING STATEMENT IS TO BE FILED (forward) for recording to the REAL ESTATE RECORDS. Also check if: <input type="checkbox"/> FUTURE INTEREST <input type="checkbox"/> ADDITIONAL FEE <input type="checkbox"/> <input type="checkbox"/>	13. OTHER REQUESTED FILING (check) (a) as a <input type="checkbox"/> (b) <input type="checkbox"/>	14. ALL Debtor <input type="checkbox"/> Debtor 1 <input type="checkbox"/> Debtor 2 <input type="checkbox"/>				

1. OPTIONAL FILER REFERENCE DATA

Glen Franklin and Jimmie Gayle Franklin #122100263

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT (FORM UCC-1) (REV. 07/29/98)

Reorder from Uniform Information Services, Inc.
800-368-3800 x111 or 87906

ATTACHMENT

Glen Franklin Cattle Company, Inc.

Acres Sec T4N R28E Owner County State

→ 6,070 West and East of House, Glen Franklin, Quay Co.-NM.
3,960 8m SW of House, Leta Harvey, Quay Co.-NM.
320 1m NE of House, Leta Harvey, DeBaca Co.-NM.
160 Sec 6 T5N R29E, Maurice Runyan, Quay Co.-NM.
Land located South of Portales, Lanny Grasham-Roosevelt Co.-NM.
Land North of Bethal, Leland Pool, Roosevelt Co.-NM.
Land S of Dora, Dave Pruitt, Roosevelt Co.-NM.
Land located North of Roswell, Charleson Steinbock, Chaves Co.-NM
Land located South of Portales, Garthel, Roosevelt Co.-NM.
Land Located South of Glovis, Charles Petty, Curry Co.-NM.
Land located Airbase Road, Terrel Roberts, Curry Co.-NM.

6,070 acres West and East of House-Owned-Quay Co.-NM.
3,960 acres East of Lubbock-Leased-City of Lubbock-Lubbock TX.
Lanny Grasham lease South of Portales-Roosevelt Co.-NM
Leland Pool lease North of Bethal-Roosevelt Co.-NM
Phillip Smith lease North East of Floyd-Roosevelt Co.-NM
Dave Pruitt lease South of Dora-Roosevelt Co.-NM
Township Range Sec. Desc.
T5N R28E Sec 16: All-Leased-Leta Harvey-Quay Co.-NM
T4N R28E Sec 8: E/2-Leased-DeBaca Co.-NM-Leta Harvey
T5N R29E Sec 6: SW/4-Leased-Maurice Runyan-Quay Co.-NM
T5N R28E Sec 17: All-Leased-Leta Harvey-Quay Co.-NM

EFF - EFFECTIVE FINANCING STATEMENT (FF-1) (a/94)

File Number: 20060000265B

EFFECTIVE FINANCING STATEMENT Date Filed: 01/05/2006 08:00 AM

Rebecca Vigil-Giron
Secretary of State

This statement must be typed or printed. Illegible statements will

1. DEBTOR NAME (LAST, FIRST) Glen Franklin Cattle Co., Inc. MAILING ADDRESS Box 703 CITY STATE ZIP CODE House, NM 88121 SOC. SEC. No. OR Fed. Tax I.D. No. 85-0274955			2. ADDITIONAL DEBTOR NAME (LAST, FIRST) MAILING ADDRESS CITY STATE ZIP CODE		
---	--	--	--	--	--

4. ADDITIONAL DEBTOR NAME (LAST, FIRST) MAILING ADDRESS CITY STATE ZIP CODE			5. PRIMARY SECURED PARTY NAME (LAST, FIRST) Ag New Mexico, FCS, PCA MAILING ADDRESS P.O. Box 1328 CITY STATE ZIP CODE Clovis, NM 88102-1328 SSN OR FED. TAX ID# 85-0098318			6. SECONDARY SECURED PARTY NAME (LAST, FIRST) MAILING ADDRESS CITY STATE ZIP CODE		
--	--	--	--	--	--	--	--	--

7. PRODUCTS SUBJECT TO SECURITY INTERESTS A separate line must be used for each product, year and county.
The secured party has a security interest in the following farm products and proceeds of the Debtor.

CODE	PRODUCT NAME	CROP YEAR CODE	COUNTY NAME	PRODUCT DESCRIPTION WHEN LESS THAN ALL OF PRODUCT IS COVERED BY SECURITY INTEREST.
101	Cattle-beef	21	Quay	
101	Cattle-beef	07	De Baca	
101	Cattle-beef	23	Roosevelt	
101	Cattle- beef	03	Chaves	

Check here if this filing is for all crop years: ~~XXXX~~
All amounts/quantities of farm products listed, unless otherwise designated above, located or produced in the counties designated above, are subject to the secured party's interest; unless a specific crop year is indicated, this statement is applicable for every crop year for the duration of this statement and any continuation thereof.

FOR OFFICE USE ONLY

Signatures of Debtor(s) below:
Glen Richard Franklin
Glen Richard Franklin, Pres
Jimmie Gayle Franklin
Jimmie Gayle Franklin, Sec./Trea.

Signatures of Secured Party below:
Ag New Mexico, FCS, PCA
by: [Signature]

refile
11-1-10

OK

State of New Mexico
Effective Financial Statement 1 Page(s)

White & Canary-To be filed with the Office of the Secretary of State. Pi
Filing Fee \$11.50



UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A NAME & PHONE OF CONTACT AT FILER (optional)

B SEND ACKNOWLEDGEMENT TO (Name and Address)

Ag New Mexico, FCS, PCA
P. O. Box 1328
Clovis, NM 88102-1328

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a INITIAL FINANCING STATEMENT FILE #
#2001071100321 dated 7/1/01

1b This FINANCING STATEMENT AMENDMENT is
to be filed (for record) (or recorded) in the
REAL ESTATE RECORDS

2 ☐ **TERMINATION** Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement

3 ☐ **CONTINUATION** Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

4 ☐ **ASSIGNMENT (full or partial)** Give name of assignee in item 7a or 7b and address of assignee in item 7c, and also give name of assignor in item 9

5 **AMENDMENT (PARTY INFORMATION)** This Amendment affects ☐ Debtor or ☒ Secured Party of record. Check only one of these two boxes

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7

☐ **CHANGE name and/or address** Give current record name in item 6a or 6b, also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c. ☐ **DELETE name** Give record name to be deleted in item 6a or 6b. ☐ **ADD name** Complete item 7a or 7b, and also item 7c, also complete items 7d-7g (if applicable).

6 CURRENT RECORD INFORMATION

6a ORGANIZATION'S NAME

Glen Franklin Cattle Co., Inc. Box 703 House, NM 88121

OR 6b INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7 CHANGED (NEW) OR ADDED INFORMATION

7a ORGANIZATION'S NAME

OR 7b INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7c MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

7d TAX ID # SSN OR EIN ADDL INFO RE ORGANIZATION DEBTOR 7e TYPE OF ORGANIZATION 7f JURISDICTION OF ORGANIZATION 7g ORGANIZATIONAL ID#, if any ☐ NONE

8. AMENDMENT (COLLATERAL CHANGE) check only one box.

Describe collateral ☐ deleted or ☐ added, or give entire ☒ restated collateral description, or describe collateral ☐ assigned

Legal Description to be replaced with attachment

9 NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment) If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here ☐ and enter name of DEBTOR authorizing this Amendment

9a ORGANIZATION'S NAME

Ag New Mexico, FCS, PCA

OR 9b INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

10 OPTIONAL FILER REFERENCE DATA

Glen Franklin Cattle Co., Inc. #122100263

Legal Documentation for Glen Franklin Cattle Co., Inc.

<u>Acres</u>	<u>Section</u>	<u>TWP</u>	<u>RNG</u>	<u>Owner</u>	<u>County</u>	<u>State</u>
6070	W and E of House			Glen Franklin	Quay	NM
3960	16,17	TSN	R28E	Leta Harvey	Quay	NM
320	8	T4N	R28E	Leta Harvey	DeBaca	NM
160	6	TSN	R29E	Maurice Runyan	Quay	NM
3680	S of Portales			Lanny Gresham	Roosevelt	NM
640	N of Bethal			Leland Pool	Roosevelt	NM
160	NE of Portales			Walde Davis	Roosevelt	NM
480	SE and E of Muleshoe			Kelley Harrison	Ballley/Lamb	TX
640	SE of Elda			Justin Mullins	Roosevelt	NM
3960	E of Lubbock			City of Lubbock	Lubbock	TX
2760	Wilson, TX			City of Lubbock	Lubbock	TX
480	Lazbuddle, TX			Dennis Schilling	Farmer	TX
160	Lazbuddle			L.M. Smith	Farmer	TX
320	Lazbuddle			Vernon Turner	Farmer	TX
160	Lazbuddle			Mike Miller	Farmer	TX
320	Dimmit, TX			Greg Sides	Castro	TX
160	Littlefield, TX			Brad Wilson	Lamb	TX
480	6 miles N of Herford			Don Rhodes	Deaf Smith	TX
320	Lazbuddle			Royce Barnes	Farmer	TX
1280	NW of Muleshoe			Barrier Farms	Ballley/Lamb	TX
160	6 miles SE of Portales				Roosevelt	NM
320	S of Portales				Roosevelt	NM

EPS - EFFECTIVE FINANCING STATEMENT (FF-1) (a/94)

EFFECTIVE FINANCING STATEMENT

File Number: 20060000265B

Date Filed: 01/05/2006 08:00 AM

Rebecca Vigil-Giron

Secretary of State

This statement must be typed or printed. Illegible statements will

1. DEBTOR

NAME (LAST, FIRST)

Glen Franklin Cattle Co., Inc.

MAILING ADDRESS

Box 703

CITY STATE ZIP CODE
House, NM 88121

DOC. SEC. No. OR Fed. Tax I.D. No.
85-0274955

2. ADDITIONAL DEBTOR

NAME (LAST, FIRST)

MAILING ADDRESS

CITY STATE ZIP CODE

DOC. SEC. No. OR Fed. Tax I.D. No.

NAME (LAST, FIRST)

MAILING ADDRESS

CITY STATE ZIP CODE

DOC. SEC. No. OR Fed. Tax I.D. No.

4. ADDITIONAL DEBTOR

NAME (LAST, FIRST)

MAILING ADDRESS

CITY STATE ZIP CODE

DOC. SEC. No. OR Fed. Tax I.D. No.

5. PRIMARY SECURED PARTY

NAME (LAST, FIRST)

Ag New Mexico, FCS, PCA

MAILING ADDRESS

P.O. Box 1328

Clovis, NM 88102-1328

DOC. SEC. No. OR Fed. Tax I.D. No.

85-0098318

6. SECONDARY SECURED PARTY

NAME (LAST, FIRST)

MAILING ADDRESS

CITY STATE ZIP CODE

DOC. SEC. No. OR Fed. Tax I.D. No.

7. PRODUCTS SUBJECT TO SECURITY INTERESTS

A separate line must be used for each product, year and county.

The secured party has a security interest in the following farm products and proceeds of the Debtor.

CODE	PRODUCT NAME	CROP YEAR CODE	COUNTY NAME	PRODUCT DESCRIPTION WHEN LESS THAN ALL OF PRODUCT IS COVERED BY SECURITY INTEREST.
101	Cattle-beef	21	Quay	
101	Cattle-beef	07	De Baca	
101	Cattle-beef	23	Roosevelt	
101	Cattle-beef	03	Chaves	

Check here if this filing is for all crop years: ~~XXXX~~

All amounts/quantities of farm products listed, unless otherwise designated above, located or produced in the counties designated above, are subject to the secured party's interest; unless a specific crop year is indicated, this statement is applicable for every crop year for the duration of this statement and any continuation thereof.

FOR OFFICE USE ONLY

Signature(s) of Debtor(s) below:

Glen Richard Franklin
Glen Richard Franklin, Pres

Jimmie Gayle Franklin
Jimmie Gayle Franklin, Sec./Trea.

Signatures of Secured Party below:

Ag New Mexico, FCS, PCA

by: [Signature]

State of New Mexico
Effective Financial Statement 1 Page(s)

White & Canary-To be filed with the Office of the Secretary of State. Pi
Filing Fee \$11.50



Uniform Commercial Code Filing Preview

FILER INFORMATION

CONTACT INFORMATION FOR FILER:

CONTACT EMAIL linda.tapia@farmercreditnm.com	CONTACT NAME Tapia, Linda	CONTACT PHONE (575) 461-3020	CONTACT FAX (575) 461-4655
--	-------------------------------------	--	--------------------------------------

SEND ACKNOWLEDGEMENT TO:

MY INTERNAL TRACKING # 2664921/Franklin,G		CLIENTS ACCOUNT # 5089	
ORGANIZATION'S NAME Farm Credit			
MAILING ADDRESS P.O. Box 1285		CITY Tucumcari	STATE NM
COUNTY		POSTAL CODE 88401-1285	
		COUNTRY	

FILE RECORD

RECORD DATA (UNIQUE SEQUENTIAL ID: 0001):

FILING TYPE		
Initial		
FILERS UNIQUE ID	ALTERNATE NAME DESIGNATION	ALTERNATE FILING TYPE
	Debtor-Secured Party	UCC
ADDITIONAL INFORMATION		

DEBTOR DATA (UNIQUE SEQUENTIAL ID: 0001):

ORGANIZATION'S NAME Glen Franklin Cattle Company Inc, a New Mexico Corporation			
TYPE OF ORGANIZATION Corporation		ORGANIZATION'S STATE OR COUNTRY OF ORGANIZATION New Mexico	ENTITY'S ORGANIZATIONAL I.D. # None
MAILING ADDRESS Box 703		CITY House	STATE NM
COUNTY Quay		POSTAL CODE 88121	
COUNTRY USA			
ALTERNATIVE CAPACITY OF DEBTOR PROPERTY			

DEBTOR DATA (UNIQUE SEQUENTIAL ID: 0002):

INDIVIDUAL'S LAST NAME Franklin		FIRST NAME Glen	MIDDLE NAME	SUFFIX
MAILING ADDRESS Box 703		CITY House	STATE NM	POSTAL CODE 88121
COUNTY Quay		COUNTRY USA		
ALTERNATIVE CAPACITY OF DEBTOR PROPERTY				

DEBTOR DATA (UNIQUE SEQUENTIAL ID: 0003):

INDIVIDUAL'S LAST NAME Franklin	FIRST NAME Jimmie	MIDDLE NAME Gayle	SUFFIX
---	-----------------------------	-----------------------------	--------

MAILING ADDRESS Box 703	CITY House	STATE NM	POSTAL CODE 88121
COUNTY Quay	COUNTRY USA		
ALTERNATIVE CAPACITY OF DEBTOR PROPERTY			

SECURED PARTY DATA (UNIQUE SEQUENTIAL ID: 0001):

ORGANIZATION'S NAME PRODUCTION CREDIT ASSOCIATION OF SOUTHERN NM, a wholly owned subsidiary of Farm Credit of NM, ACA			
MAILING ADDRESS PO Box 1285	CITY Tucumcari	STATE NM	POSTAL CODE 88401
COUNTY	COUNTRY USA		

COLLATERAL DATA (UNIQUE SEQUENTIAL ID: 0001):

COLLATERAL COVERED BY FINANCE STMT All personal and fixture property of every kind and nature including without limitation all goods (including inventory, equipment and any accessions thereto), instruments (including promissory notes), documents, accounts, chattel paper (whether tangible or electronic), deposit accounts, securities and all other investment property, supporting obligations, any other contract rights or rights to the payment of money, insurance claims and proceeds, all general intangibles (including all payment intangibles) and farm products (including all annual and perennial crops of whatever kind and description grown, growing or to be planted or produced, all livestock branded or unbranded, all processed and unprocessed feed, peanuts, cotton, grain and harvested crops located on the Borrower's farm(s) or stored by Borrower off said premises or in a public or private warehouse to Borrower's account, and any contract rights or sales contracts for any such commodities, milk or products of livestock, all marketing rights, all capital retains, and/or all milk assignments, all governmental subsidies, incentives and/or ASCS payments and all patronage allocations and certificates).

File Number: 20060009841A
Date Filed: 05/18/2006 03:57 PM
Rebecca Vigil-Giron
Secretary of State

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)	
Elchem, Connie	(505) 762-3828
B. SEND ACKNOWLEDGMENT TO: (Name and Address)	
Ag New Mexico FCS FLCA PO Box 1328 Clovis NM 88102-1328 Email: connie.elchem@farmcreditbank.com	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # 2001071100321		1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. <input type="checkbox"/>	
2. <input type="checkbox"/> TERMINATION. Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.			
3. <input checked="" type="checkbox"/> CONTINUATION. Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.			
4. <input type="checkbox"/> ASSIGNMENT (full or partial)			
5. AMENDMENT (PARTY INFORMATION): This Amendment affects <input type="checkbox"/> Debtor or <input type="checkbox"/> Secured Party of record <input type="checkbox"/> CHANGE name and/or address <input type="checkbox"/> DELETE name <input type="checkbox"/> ADD name			
6. CURRENT RECORD INFORMATION:			
1a. ORGANIZATION'S NAME Glen Franklin Cattle Co., Inc			
OR			
1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
8. AMENDMENT (COLLATERAL CHANGE) Describe collateral <input type="checkbox"/> deleted or <input type="checkbox"/> added, or give entire <input type="checkbox"/> restated collateral description, or describe collateral <input type="checkbox"/> assigned			

9. NAME of SECURED PARTY of RECORD AUTHORIZING THIS AMENDMENT <input type="checkbox"/> DEBTOR authorizing this amendment			
9a. ORGANIZATION'S NAME			
OR			
9a. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
10. OPTIONAL FILER REFERENCE DATA Glen Franklin Cattle Co., Inc			

Frank 000071

DEBTOR NAME AND ADDRESS	SECURED PARTY NAME AND ADDRESS
Glen Franklin Cattle Company, Inc., Box 703, House, NM 88121;	Ag New Mexico, FCS, PCA whose address is P.O. Box 1328, Clovis, NM 88102-1328
Type: <input type="checkbox"/> individual <input type="checkbox"/> decedent estate <input type="checkbox"/> partnership <input checked="" type="checkbox"/> corporation <input type="checkbox"/> limited partnership <input type="checkbox"/> limited liability company <input type="checkbox"/> trust <input type="checkbox"/> limited liability partnership State of organization/registration (if applicable) NM	
<input type="checkbox"/> If checked, refer to addendum for additional Debtors and signatures.	

Loan No.: 122100263

COMMERCIAL SECURITY AGREEMENT

The date of this Commercial Security Agreement (Agreement) is 02/10/11.

SECURED DEBTS. This Agreement will secure all sums advanced by Secured Party under the terms of this Agreement and payment and performance of the following described Secured Debts owed to Secured Party by: Glen Franklin Cattle Company, Inc., Glen Richard Franklin, Jimmie Gayle Franklin.

☐ **Specific Debts.** The following debts and all extensions, renewals, refinancings, modifications, and replacements (describe):

☒ All Debts. All present and future debts, regardless of whether this Agreement is referenced, such debts are secured by other collateral, or whether the future debt is unrelated to or of a different type than the current debt, and including those debts owed by Debtor or Borrower to any of Secured Party's affiliated or subsidiary institutions, including but not limited to Ag New Mexico, FCS, ACA and/or to Ag New Mexico, FCS, FLCA, or their respective successors or assigns. Any lien created hereby for an Affiliate or subsidiary shall be inferior and secondary to the lien created in favor of Secured Party. Secured Party and/or its Affiliates or subsidiaries may make future advances to Debtor or Borrower and/or may transfer the debt instruments from one Affiliate or subsidiary to another and this Security Agreement shall further secure the payment to Secured Party or to Affiliates or subsidiaries of all such future advances. Nothing in this Agreement is a commitment to make future loans or advances.

SECURITY INTEREST. To secure the payment and performance of the Secured Debts, Debtor gives Secured Party a security interest in all of the Property described in this Agreement that Debtor owns or has sufficient rights in which to transfer an interest, now or in the future, wherever the Property is or will be located, and all proceeds and products of the Property. "Property" includes all parts, accessories, repairs, replacements, improvements, and accessions to the Property; and original evidence of title or ownership; and all obligations that support the payment or performance of the Property. "Proceeds" includes anything acquired upon the sale, lease, license, exchange, or other disposition of the Property; any rights and claims arising from the Property; and any collections and distributions on account of the Property. This Agreement remains in effect until terminated in writing, even if the Secured Debts are paid and Secured Party is no longer obligated to advance funds to Debtor or Borrower.

☐ Debtor expressly acknowledges a purchase money security interest in the Property as security for the Secured Debts secured by this security agreement, which represents funds advanced by Secured Party at Debtor's request and used in the payment of the purchase price of the Property.

PROPERTY DESCRIPTION. All of Debtor's interest in stock, participation certificates and/or other equity interests in Secured Party, including but not limited to all Debtor's interest in dividends, whether paid in cash or in stock or participation certificates, and in all allocated surplus or allocated equity in Secured Party, including but not limited to exchanged or converted equity, and all proceeds thereof to which Debtor may be entitled to receive on account of said property.

All accounts and general intangibles now owned or hereafter acquired by the debtor including but not limited to all accounts receivable, and all FSA government payments such as deficiency, diversion, incentives, payment in kind, and conservation reserve programs payments.

All annual and perennial crops of whatever kind and description grown, growing or to be planted or produced on land owned, rented, leased or hereafter purchased, specifically including, but not limited to the hereinafter described land.

All equipment including, but not limited to, machinery, vehicles, furniture, manufacturing equipment, farm machinery and equipment, shop equipment, office and record keeping equipment, parts, and tools. The property includes any equipment described in a list or schedule Debtor gives to secured Party, but such a list is not necessary to create a valid security interest in all Debtor's equipment.

All livestock now owned and hereafter acquired including but not limited to: 151 2-10yrs cows, 7 2-5 yrs bulls, 60 calves, and 4,265 stocker cattle.

To include without limitation all livestock branded with the following registered State of New Mexico brand:

Registered Name: Glen Franklin Cattle Co.

Brand/Location: Left Hips

INITIAL

G F

957

GENERAL PROVISIONS. Each debtor's obligations under this Agreement are independent of the obligations of any other Debtor. Secured Party may sue each Debtor individually or together with any other Debtor. Secured Party may release any part of the Property and Debtor will remain obligated under this Agreement. The duties and benefits of this Agreement will bind the successors and assigns of Debtor and Secured Party. No modification of this Agreement is effective unless made in writing and signed by Debtor and Secured Party. Whenever used, the plural includes the singular and the singular includes the plural. Time is of the essence.

APPLICABLE LAW. This Agreement is governed by the laws of the state in which Secured Party is located. In the event of a dispute, the exclusive forum, venue, and place of jurisdiction will be the state in which Secured Party is located, unless otherwise required by law. If any provision of this Agreement is unenforceable by law, the unenforceable provision will be severed and the remaining provisions will still be enforceable.

NAME AND LOCATION. Debtor's name indicated on page 1 is Debtor's exact legal name. If Debtor is an individual, Debtor's address is Debtor's principal residence. If Debtor is not an individual, Debtor's address is the location of Debtor's chief executive offices or sole place of business. If Debtor is an entity organized and registered under state law, Debtor has provided Debtor's state of registration on page 1. Debtor will provide verification of registration and location upon Secured Party's request. Debtor will provide Secured Party with at least 30 days notice prior to any change in Debtor's name, address, or state of organization or registration.

WARRANTIES AND REPRESENTATIONS. Debtor has the right, authority, and power to enter into this Agreement. The execution and delivery of this Agreement will not violate any agreement governing Debtor or Debtor's property, or to which Debtor is a party. Debtor makes the following warranties and representations which continue as long as this Agreement is in effect:

- (1) Debtor is duly organized and validly existing in all jurisdictions in which Debtor does business;
- (2) the execution and performance of the terms of this Agreement have been duly authorized, have received all necessary governmental approval, and will not violate any provision of law or order;
- (3) other than previously disclosed to Secured Party, Debtor has not changed Debtor's name or principal place of business within the last 10 years and has not used any other trade or fictitious name; and
- (4) Debtor does not and will not use any other name without Secured Party's prior written consent.

Debtor owns all of the Property, and Secured Party's claim to the Property is ahead of the claims of any other creditor, except as otherwise agreed and disclosed to Secured Party prior to any advance on the Secured Debts. The Property has not been used for any purpose that would violate any laws or subject the Property to forfeiture or seizure.

DUTIES TOWARD PROPERTY. Debtor will protect the Property and Secured Party's interest against any competing claim. Except as otherwise agreed, Debtor will keep the Property in Debtor's possession at the address indicated on page 1 of this Agreement. Debtor will keep the Property in good repair and use the Property only for purposes specified on page 1. Debtor will not use the Property in violation of any law and will pay all taxes and assessments levied or imposed against the Property. Secured Party has the right of reasonable access to inspect the Property, including the right to require Debtor to assemble and make the Property available to Secured Party. Debtor will immediately notify Secured Party of any loss or damage to the Property. Debtor will prepare and keep books, records, and accounts about the Property and Debtor's business, to which Debtor will allow Secured Party reasonable access.

Debtor will not sell, offer to sell, license, lease, or otherwise transfer or encumber the Property without Secured Party's prior written consent. Any disposition of the Property will violate Secured Party's rights, unless the Property is inventory sold in the ordinary course of business at its market value. If the Property includes chattel paper or instruments, either as original collateral or as proceeds of the Property, Debtor will record Secured Party's interest on the face of the chattel paper or instruments.

If the Property includes accounts, Debtor will not settle any account for less than the full value, dispose of the accounts by assignment, or make any material change in the terms of any account without Secured Party's prior written consent. Debtor will collect all accounts in the ordinary course of business, unless otherwise required by Secured Party. Debtor will keep the proceeds of the accounts, and any goods returned to Debtor, in trust for Secured Party and will not commingle the proceeds or returned goods with any of Debtor's other property. Secured Party has the right to require Debtor to pay Secured Party the full price on any returned items. Secured Party may require account debtors to make payments under the accounts directly to Secured Party. Debtor will deliver the accounts to Secured Party at Secured Party's request. Debtor will give Secured Party all statements, reports, certificates, lists of account debtors (showing names, addresses, and amounts owing), invoices applicable to each account, and any other data pertaining to the accounts as Secured Party requests.

If the Property includes farm products, Debtor will provide Secured Party with a list of the buyers, commission merchants, and selling agents to or through whom Debtor may sell the farm products and Debtor consents to the use of Debtor's Social Security or Tax Identification Number when notice of Secured Party's security interest is given to them. Debtor authorizes Secured Party to notify any additional parties regarding Secured Party's interest in Debtor's farm products, unless prohibited by law. Debtor agrees to plant, cultivate, and harvest crops in due season. Debtor will be in default if any loan proceeds are used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetland to produce or to make possible the production of an agricultural commodity, further explained in 7 CFR Part 1940, Subpart G, Exhibit M.

If Debtor pledges the Property to Secured Party (delivers the Property into the possession or control of Secured Party or a designated third party), Debtor will, upon receipt, deliver any proceeds and products of the Property to Secured Party. Debtor will provide Secured Party with any notices, documents, financial statements, reports, and other information relating to the Property Debtor receives as the owner of the Property.

PERFECTION OF SECURITY INTEREST. Debtor authorizes Secured Party to file a financing statement covering the Property. Debtor will comply with, challenge, and otherwise assist Secured Party in connection with obtaining possession or control over the Property for purposes of perfecting Secured Party's interest under the Uniform Commercial Code.

INSURANCE. Debtor agrees to keep the Property insured against the risks reasonably associated with the Property until the Property is released from this Agreement. Debtor will maintain this insurance in the amounts Secured Party requires. Debtor may choose the insurance company, subject to Secured Party's approval, which will not be unreasonably withheld. Debtor will have the insurance provider name Secured Party as loss payee on the insurance policy. Debtor will give Secured Party and the insurance provider immediate notice of any loss. Secured Party may apply the insurance proceeds toward the Secured Debts. Secured Party may require additional security as a condition of permitting any insurance proceeds to be used to repair or replace the Property. If Secured Party acquires the Property in damaged condition, Debtor's rights to any insurance policies and proceeds will pass to Secured Party of the cancellation or termination of insurance. If Debtor fails to keep the Property insured, or fails to provide Secured Party with proof of insurance, Secured Party may obtain insurance to protect Secured Party's interest in the Property. The insurance may include coverages not originally required of Debtor, may be written by a company other than one Debtor would choose, and may be written at a higher rate than Debtor could obtain if Debtor purchased the insurance.

AUTHORITY TO PERFORM. Debtor authorizes Secured Party to do anything Secured Party deems reasonably necessary to protect the Property and Secured Party's interest in the Property. If Debtor fails to perform any of Debtor's duties under this Agreement, Secured Party is authorized, without notice to Debtor, to perform the duties or cause them to be performed. These authorizations include, but are not limited to, permission to pay for the repair, maintenance, and preservation of the Property and take any action to realize the value of the Property. Secured Party's authority to perform for Debtor does not create an obligation to perform, and Secured Party's failure to perform will not preclude Secured Party from exercising any other rights under the law or this Agreement.

If Secured Party performs for Debtor, Secured Party will use reasonable care. Reasonable care will not include any steps necessary to preserve rights against prior parties or any duty to take action in connection with the management of the Property.

If Secured Party comes into possession of the Property, Secured Party will preserve and protect the Property to the extent required by law. Secured Party's duty of care with respect to the Property will be satisfied if Secured Party exercises reasonable care in the selection of the Property or in the selection of a third party in possession of the Property.

Secured Party may enforce the obligations of an account debtor or other person obligated on the Property. Secured Party may exercise Debtor's rights with respect to the account debtor's or other person's obligations to make payment or otherwise render performance to Debtor, and enforce any security interest that secures such obligations.

PURCHASE MONEY SECURITY INTEREST. If the Property includes items purchased with the Secured Debts, the Property purchased with the Secured Debts will remain subject to Secured Party's security interest until the Secured Debts are paid in full. Payments on any non-purchase money loan also secured by this Agreement will not be applied to the purchase money loan. Payments on the purchase money loan will be applied first to the non-purchase money portion of the loan, if any, and then to the purchase money portion in the order in which the purchase money Property was acquired. If the purchase money Property was acquired at the same time, payments will be applied in the order Secured Party selects. No security interest will be terminated by application of this formula.

DEFAULT. Debtor will be in default if:

- (1) Debtor (or Borrower, if not the same) fails to make a payment in full when due;
- (2) Debtor fails to perform any condition or keep any covenant on this or any debt or agreement Debtor has with Secured Party;
- (3) a default occurs under the terms of any instrument or agreement evidencing or pertaining to the Secured Debts;
- (4) anything else happens that either causes Secured Party to reasonably believe that Secured Party will have difficulty in collecting the Secured Debts or significantly impairs the value of the Property.

REMEDIES. After Debtor defaults, and after Secured Party gives any legally required notice and opportunity to cure the default, Secured Party may at Secured Party's option do any one or more of the following:

- (1) make all or any part of the Secured Debts immediately due and secure interest at the highest post-maturity interest rate;
- (2) require Debtor to gather the Property and make it available to Secured Party in a reasonable fashion;
- (3) enter upon Debtor's premises and take possession of all or any part of Debtor's property for purposes of preserving the Property or its value and use and operate Debtor's property to protect Secured Party's interest, all without payment or compensation to Debtor;
- (4) use any remedy allowed by state or federal law, or provided in any agreement evidencing or pertaining to the Secured Debts.

If Secured Party repossesses the Property or enforces the obligations of an account debtor, Secured Party may keep or dispose of the Property as provided by law. Secured Party will apply the proceeds of any collection or disposition first to Secured Party's expenses of enforcement, which includes reasonable attorney's fees and legal expenses to the extent not prohibited by law, and then to the Secured Debts. Debtor (or Borrower, if not the same) will be liable for the deficiency, if any.

By choosing any one or more of these remedies, Secured Party does not give up the right to use any other remedy. Secured Party does not waive a default by not using a remedy.

WAIVER. Debtor waives all claims for damages caused by Secured Party's acts or omissions where Secured Party acts in good faith.

NOTICE AND ADDITIONAL DOCUMENTS. Where notice is required, Debtor agrees that 10 days prior written notice will be reasonable notice to Debtor under the Uniform Commercial Code. Notice to one party is notice to all parties. Debtor agrees to sign, deliver, and file any additional documents and certifications Secured Party considers necessary to perfect, continue, or preserve Debtor's obligations under this Agreement and to confirm Secured Party's lien status on Property.

INITIAL **G Y**
287

Loan No.: 122100263
 Borrower: Glen Franklin Cattle Company, Inc.
 Assn: Ag New Mexico, FCS, PCA
 Branch: Clovis Branch Office

☒ **Specific Property Description.** The Property includes, but is not limited by, the following (if required, provide real estate description):

- 2 - Overhead Cake Blins
- 1 - Hamby Cultivator
- 1 - 40Ft Crustbuster Drill
- 2 - Wheat Drills
- 3 - Feeder Box
- 2 - Horse Trailers

Misc. Tools and Equipment

- 1 - Plow
- 1 - Toolbar with Attachments
- 1 - G N Trailer
- 2 - Case 2290 Tractor
- 1 45' trailer 2008

Vehicles

- 2010 Tahoe
- 97 Ford F-250 4x4 feed truck @ Logan
- 2010 Ford Dually

USE OF PROPERTY. The Property will be used for

☐ personal ☐ business ☒ agricultural ☐ other purposes; specify:

Signatures. Debtor agrees to the terms on pages 1, 2, and 3 of this Agreement and acknowledges receipt of a copy of this Agreement.

DEBTOR

Glen Franklin Cattle Company, Inc.

Glen Franklin 2/14/11
 Glen Richard Franklin, President (Date)

Jimmie Gayle Franklin 2/14/11
 Jimmie Gayle Franklin, Secretary (Date)

Glen Franklin 2/14/11
 Glen Richard Franklin, Individual (Date)

Jimmie Gayle Franklin 2/14/11
 Jimmie Gayle Franklin, Individual (Date)

File Number: 20110006106J
Date Filed: 04/18/2011 08:28 AM
Dianna J. Duran
Secretary of State

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] Bartlett, Laurie (575) 762-3828	
B. SEND ACKNOWLEDGMENT TO: (Name and Address) Ag New Mexico FCS FLCA PO Box 1328 Clovis NM 88102-1328 EMail: laurie.bartlett@farmcreditbank.com Fax: (575) 762-5816	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # 2001071100321		1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the <input type="checkbox"/> REAL ESTATE RECORDS.	
2. <input type="checkbox"/> TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.			
3. <input checked="" type="checkbox"/> CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.			
4. <input type="checkbox"/> ASSIGNMENT (full or partial)			
5. AMENDMENT (PARTY INFORMATION): This Amendment affects <input type="checkbox"/> Debtor or <input type="checkbox"/> Secured Party of record <input type="checkbox"/> CHANGE name and/or address <input type="checkbox"/> DELETE name <input type="checkbox"/> ADD name			
6. CURRENT RECORD INFORMATION:			
1a. ORGANIZATION'S NAME			
OR			
1b. INDIVIDUAL'S LAST NAME Franklin		FIRST NAME Glen	MIDDLE NAME SUFFIX
8. AMENDMENT (COLLATERAL CHANGE) Describe collateral <input type="checkbox"/> deleted or <input type="checkbox"/> added, or give entire <input type="checkbox"/> restated collateral description, or describe collateral <input type="checkbox"/> assigned			

9. NAME of SECURED PARTY of RECORD AUTHORIZING THIS AMENDMENT <input checked="" type="checkbox"/> DEBTOR authorizing this amendment			
9a. ORGANIZATION'S NAME			
OR			
9b. INDIVIDUAL'S LAST NAME Franklin		FIRST NAME Glen	MIDDLE NAME SUFFIX
10. OPTIONAL FILER REFERENCE DATA Glen Franklin			

Frank 000073



FARM CREDIT
OF NEW MEXICO

SECURITY AGREEMENT

Glen Franklin Cattle Company Inc, A New Mexico Corporation
Loan No. 2664921

Date

This Security Agreement is made on this **15th day of April, 2013**.

This Security Agreement ("Agreement") is entered into by the undersigned "Borrower(s)":

Glen Franklin Cattle Company Inc, A	Box 703, House, NM 88121
New Mexico Corporation	
Glen Franklin	Box 703, House, NM 88121
Jimmie G Franklin	Box 703, House, NM 88121
Glen and Jimmie Franklin Trust	Box 703, House, NM 88121

and Production Credit Association of Southern New Mexico, a wholly owned subsidiary of Farm Credit of New Mexico, ACA ("Lender")
Borrower and Lender agree as follows:

1. **DEFINITIONS.** All terms in this Agreement that are defined in the Uniform Commercial Code, as enacted in the State in which the Collateral (defined below) is located and as amended from time to time ("UCC"), shall have the meanings set forth in the UCC and such meanings shall automatically change at the time that any amendment to the UCC becomes effective. The term "Secured Obligations," as used in this Agreement, means all of the indebtedness, obligations and liabilities of any kind of Borrower to Lender, individually or collectively, whenever and however incurred, whether direct or indirect, joint or several, absolute or contingent, due or to become due, now existing or hereafter arising.

2. **GRANT OF SECURITY INTEREST; COLLATERAL.** Borrower grants to Lender, to secure the payment and performance in full of all of the Secured Obligations, a security interest in and so pledges and assigns to Lender the following properties, assets and rights of Borrower, wherever located, whether now owned or hereafter acquired or arising, and all proceeds, products, additions, accessions, replacements, substitutions thereof (collectively, "Collateral"): all personal and fixture property of every kind and nature including without limitation all goods (including inventory, equipment and any accessions thereto), instruments (including promissory notes), documents, accounts, chattel paper (whether tangible or electronic), deposit accounts, securities and all other investment property, supporting obligations, any other contract rights or rights to the payment of money, insurance claims and proceeds, all general intangibles (including all payment intangibles) and farm products (including all annual and perennial crops of whatever kind and description grown, growing or to be planted or produced, all livestock branded or unbranded, all processed and unprocessed feed, peanuts, cotton, grain and harvested crops located on the Borrower's farm(s) or stored by Borrower off said premises or in a public or private warehouse to Borrower's account, and any contract rights or sales contracts for any such commodities, milk or products of livestock, all marketing rights, all capital retains, and/or all milk assignments, all governmental subsidies, incentives and/or ASCS payments and all patronage allocations and certificates), including but not limited to items described in Exhibit "A" attached to this Agreement.

3. ☐ **FEEDLOT LOAN.** If checked, this security agreement secures a loan to a feedlot.

4. ☐ **FARM SERVICE AGENCY (FSA) GUARANTEE LOAN.** If checked, it is an Event of Default (defined below) if all or part of the Secured Obligations is used for a purpose that shall contribute to excessive erosion of highly erodible land or to the conversion of wetland to produce or to make possible the production of an agricultural commodity, further explained in 7 CFR Part 1940, Subpart G, Exhibit M.

5. **AUTHORIZATION TO FILE FINANCING STATEMENTS.** Borrower irrevocably authorizes Lender at any time and from time to time to file in any filing office in any jurisdiction any initial financing statements, amendments, and continuations thereto that: (a) indicate the Collateral: (i) as all assets of Borrower or words of similar effect, regardless of whether any particular asset comprised in the Collateral falls within the scope of the UCC; or (ii) as being of, and equal or lesser scope, or with greater detail; (b) provide any other information required by the UCC, or any other applicable law or regulation, for the sufficiency or filing office acceptance of any financing statement, amendment, and continuation, including: (i) whether Borrower is an organization, the type of organization, and any organization identification number issued to Borrower; and (ii) in the case of a financing statement filed as a fixture filing or indicating the Collateral as extracted collateral, or timber to be cut, a sufficient description of real estate to which the Collateral relates. Borrower agrees to furnish such information to Lender promptly upon Lender's request. Borrower also ratifies its authorization for Lender to have filed in any jurisdiction any like initial financing statements or amendments Lender filed prior to the date of this Agreement. Borrower further authorizes Lender to file a financing statement describing any agricultural liens or other statutory liens held by Lender in any jurisdiction as Lender, in Lender's sole discretion, may determine. Borrower authorizes Lender to file all effective financing statements pursuant to 7 U.S.C. §1631 and any amendments thereto to that section, as well as amendments to effective financing statement describing the Collateral in any jurisdiction as Lender, in its sole discretion, may determine. If requested to do so by Lender, Borrower shall provide Lender with a list of the buyers, commission merchants and selling agents to, or through whom Borrower may sell farm products. Borrower authorizes Lender to notify all such buyers, commission merchants and selling agents, or any other person of Lender's security interest in Borrower's farm products unless prohibited by law.

6. **REPRESENTATIONS, WARRANTIES, COVENANTS AND AGREEMENTS.** Borrower represents, warrants, covenants and agrees as follows:

A. The legal name of Borrower is as set forth in Borrower's signature block to this Agreement. Borrower has not used any

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trade name, assumed name or other name except Borrower's name stated above. Borrower shall give Lender prior written notice of any change in its name or if Borrower uses any other name.

B. If Borrower is not a natural person, Borrower is a C Corporation, organized under the laws of the State of New Mexico. Borrower shall not change its state of organization without the prior written consent of Lender.

C. The address of Borrower's chief executive office is as indicated in this Agreement. Borrower shall give Lender prior written notice of any change in such address. Borrower has authority to execute and perform this Agreement.

D. Borrower is the owner of the Collateral, shall be the owner of the Collateral hereafter acquired, or has sufficient rights in the Collateral to transfer an interest, free of all security interests, liens and encumbrances other than security interests, liens and encumbrances in favor of Lender. Borrower shall not permit any security interest, lien or encumbrance, other than security interests, liens and encumbrances in favor of Lender, to attach to any Collateral without the prior written consent of Lender. Borrower shall defend the Collateral against the claims and demands of all persons other than Lender, and shall promptly pay all taxes, assessments and other government charges upon or against Borrower, any Collateral and the security interests created in this Agreement. No financing statement covering any Collateral is on file in any public office. If any Collateral is or shall become a fixture, Borrower, at the request of Lender, shall furnish Lender with a statement or statements executed by all persons who have or claim an interest in the real estate, in form acceptable to Lender, which statement or statements shall provide that such persons consent to the security interests created in this Agreement.

E. Borrower shall not sell or otherwise dispose of any Collateral or any interest in the Collateral without the prior written consent of Lender, except that, until the occurrence of any Event of Default or the revocation by Lender of Borrower's right to do so, and subject to the provisions of this Agreement, Borrower may: (i) sell or lease any Collateral constituting inventory or farm products in the ordinary course of business at prices constituting the fair market value thereof; and (ii) use feed, seed, fertilizer, chemicals, medicines and other supplies used or produced in Borrower's farming operations in the ordinary course of business. For purposes of this Agreement, a transfer in partial or total satisfaction of a debt, obligation or liability shall not constitute a sale or lease in the ordinary course of business.

F. Borrower shall deposit all proceeds of the Collateral into the deposit account established and maintained by Borrower with Lender, or in such other deposit account as required by Lender. Borrower shall not grant any other person a security interest, lien or other encumbrance in such deposit account.

G. Borrower shall execute and deliver to Lender all assignments, transfers and other documents required by Lender to transfer, convey and assign to Lender all federal and state government program payments, rights to payment whether or not earned by performance, accounts, general intangibles and benefits.

H. Borrower shall not store, transfer, or consign any farm products without the prior written consent of Lender and without first obtaining a written acknowledgment from any person to whom physical possession of any such farm products are delivered: (i) of Lender's security interest in such farm products; (ii) that it holds possession of such farm products for Lender's benefit; (iii) that it shall not issue negotiable documents with respect to such farm products; and (iv) that it agrees to follow Lender's instructions as to disposition of the farm products upon its receipt of such instructions. All chattel paper, contracts, warehouse receipts, documents of title, or other documents or agreements, and all other non-cash proceeds of such farm products shall be endorsed, assigned and delivered immediately to Lender.

I. Each account, instrument, chattel paper, other right to payment and general intangible constituting Collateral is, or shall be when acquired, the valid, genuine and legally enforceable obligation of the account debtor or other obligor named therein or in Borrower's records pertaining thereto as being obligated to pay such obligation, subject to no defense, setoff or counterclaim. Borrower shall not, without the prior written consent of Lender, agree to any material modification or amendment of any such obligation or agree to any subordination or cancellation of any such obligation.

J. All tangible Collateral shall be located at Borrower's address so long as the Secured Obligation remains unpaid, at Lender's request Borrower shall promptly provide Lender with a list of the location(s) of the Collateral as indicated in this Agreement or as disclosed in writing to Lender. No such Collateral shall be located at any other address without the prior written consent of Lender. Borrower shall provide Lender with the location of all farm products, machinery, inventory and equipment as requested by Lender so long as the Secured Obligations remain unpaid.

K. Borrower shall: (i) keep all tangible Collateral in good condition and repair, normal depreciation excepted; (ii) from time to time replace any worn, broken or defective parts thereof; (iii) promptly notify Lender of any loss of or material damage to any Collateral or of any adverse change in the prospect of payment of any account, instrument, chattel paper, other right to payment or general intangible constituting Collateral; (iv) not permit any Collateral to be used or kept for any unlawful purpose or in violation of any federal, state or local law; (v) keep all tangible Collateral insured in such amounts, against such risks and in such companies as shall be acceptable to Lender, with loss payable clauses in favor of Lender to the extent of Lender's interest in form acceptable to Lender (including without limitation a provision for at least ten (10) days' prior written notice to Lender of any cancellation or modification of such insurance), and deliver policies or certificates of such insurance to Lender; (vi) at Borrower's chief executive office, keep accurate and complete records pertaining to the Collateral and Borrower's financial condition, business and property, and submit to Lender such periodic reports concerning the Collateral and Borrower's financial condition, business and property as Lender may from time to time request; (vii) at all reasonable times permit Lender and its representatives to examine and inspect any Collateral, and to examine, inspect and copy Borrower's records pertaining to the

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Collateral and Borrower's financial condition, business and property; (vii) at Lender's request, promptly execute, endorse and deliver such financing statements and other instruments, documents, chattel paper and writings and take such other actions deemed by Lender to be necessary or desirable to establish, protect, perfect or enforce the security interests created in this Agreement and the rights of Lender under this Agreement and applicable law, and pay all costs of filing financing statements and other writings in all public offices where filing is deemed by Lender to be necessary or desirable; (viii) care for the Collateral in accordance with good farming and/or husbandry practices and

not permit the value of the Collateral to be impaired; (ix) not permit the Collateral to become a fixture or an accession to other goods except as Lender specifically authorizes in writing; (x) comply with the provisions of all federal or state government programs, agreements and contracts to which it is a party; and (xi) not engage in activities which contribute to excessive erosion of highly erodible land or the conversion of wetlands to produce an agricultural commodity.

L. Borrower shall cooperate with Lender in obtaining control with respect to Collateral consisting of deposit accounts, investment property and electronic chattel paper. Borrower shall not create any chattel paper without placing a legend on the chattel paper acceptable to Lender indicating that Lender has a security interest in the chattel paper.

M. Borrower shall pay, when due, all installments of rents due or to become due on leased land held by Borrower and used for pasture of any of the livestock or for any agricultural purpose and shall renew all such leases and keep them in force until the Secured Obligations are paid in full. Borrower shall pay all charges for permits held by Borrower for grazing any of the above described livestock in National Forests and Public Domains and keep such permits in force until the Secured Obligations are paid in full.

N. **LENDER MAY REQUEST ADDITIONAL COLLATERAL TO SECURE THE SECURED OBLIGATIONS FROM TIME TO TIME. BORROWER AGREES TO DELIVER ADDITIONAL COLLATERAL AS LENDER MAY, IN GOOD FAITH, REQUIRE.**


O. Borrower agrees that all livestock, either used in a farming or ranching operation or in any other business in which the Borrower is engaged, shall be classified as farm products for purposes of the UCC unless, the FEEDLOT LOAN box is checked on the first page of the Agreement.

P. If the FEEDLOT Loan box is checked on the first page of this Agreement or the Secured Obligations are an agribusiness loan; (i) Borrower warrants that each pledged receivable is a good and valid obligation representing an undisputed debt incurred by Borrower's account debtor for a fixed sum, as set forth by invoice, for goods delivered or services rendered; (ii) Borrower warrants that no pledged receivable is subject to any defense, offset, or counterclaim and shall be paid in full when due; (iii) Borrower shall promptly notify Lender in writing of any claims or defenses raised by account Borrowers; (iv) Borrower shall have the right, in the regular course of business, to purchase and sell all feed and supplies used in fattening, producing or maintaining livestock covered by the terms of Agreement; (v) Borrower shall, at intervals and in form and manner established solely by Lender from time to time, submit to Lender a confirmatory assignment of accounts receivable and inventory listing collateral; (vi) Lender shall have the right to notify Borrower's account debtors of the assignment of Borrower's receivables to Lender and require them to make payment directly to Lender; and (vii) Lender may enforce collection of, settle, compromise extend, or renew the indebtedness of Borrower's account debtors on Borrower's assignment of accounts to Lender.

Q. Borrower shall furnish to Lender a list in writing of buyers, commission merchants and selling agents to or through whom Borrower may sell farm products and shall notify Lender in writing of any previously unlisted buyer, commission merchant or selling agent at least seven (7) days prior to any sale of farm products to or through such previously unlisted persons. A sale of farm products to or through any person not listed with Lender may subject the borrower to a fine of five thousand and no/100s dollars (\$5,000) or fifteen percent (15%) of the value or benefit received from such sale in the event proceeds from sale are not forwarded to Lender within ten (10) days of sale.

R. If Borrower fails to act as required by this Agreement, Lender is authorized, in Borrower's name or otherwise, to take any such action, including without limitation signing Borrower's name or paying any amount so required. Lender may, at its option, pay for taxes, water or ditch assessments, insurance premiums, satisfaction of mechanic or materialman's liens with respect to labor, materials or supplies furnished or delivered in connection with ownership, use or operation of collateral, feed liens and all other liens which are, or might be, prior to the lien of any security instruments given by Borrower to Lender. Such costs and expenses shall be added to the Secured Obligations, shall be payable by Borrower on demand by Lender and shall accrue interest from the date of payment by Lender at the highest rate of interest being charged by Lender on the Secured Obligations.

7. **OTHER ACTIONS AS TO THE COLLATERAL.** Borrower further agrees, at the request and option of Lender, to take any and all other actions Lender may determine to be necessary or useful for the attachment, perfection and first priority of, and the ability of Lender to enforce, Lender's security interest in any and all of the Collateral, including, without limitation: (i) causing Lender's name to be noted as secured party on any certificate of title for a titled good if such notation is a condition to attachment, perfection or priority of, or ability of Lender to enforce, Lender's security interest in such Collateral; (ii) complying with any provision of any statute, regulation or treaty of the United States as to any of the Collateral if compliance with such provision is a condition to attachment, perfection or priority of, or ability of Lender to enforce, Lender's security interest in such Collateral; (iii) obtaining governmental and other third party waivers, consents and approvals in form and substance satisfactory to Lender, including, without limitation, any consent of any licensor, lessor or other person obligated on the Collateral; (iv) obtaining waivers from mortgagees and landlords in form and substance satisfactory to Lender; and (v) taking all actions under any earlier versions of the UCC or under any other law, as reasonably determined by Lender to be applicable in New Mexico or in any other applicable jurisdiction, including any foreign jurisdiction. Borrower further agrees that at any time before or after an Event of

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Default, Lender may, and at the request of Lender Borrower shall, promptly notify any account debtor or obligor of any account, instrument, chattel paper, other right to payment or general intangible constituting Collateral that the same has been assigned to Lender and shall direct such account debtor or obligor to make all future payments to Lender.

8. **EVENTS OF DEFAULT.** The occurrence of any of the following events shall constitute an "Event of Default": (a) any default in the payment or performance of any of the Secured Obligations; (b) any default under the terms of this Agreement or any other note, obligation, agreement, mortgage, or other writing heretofore, herewith or hereafter given to or acquired by Lender to which Borrower or any maker, endorser, guarantor, or surety of any of the Secured Obligations or any other person providing security for any of the Secured Obligations or for any guaranty of any of the Secured Obligations is a party; (c) the insolvency, death, dissolution, liquidation, merger, or consolidation of Borrower or any maker, endorser, guarantor, surety, or other person; or (d) any appointment of a receiver, trustee, or similar officer of any property of Borrower or any such maker, endorser, guarantor, surety, or other person liable for the Secured Obligations; (e) any assignment for the benefit of creditors of Borrower or any maker, endorser, guarantor, surety, or other person liable for the Secured Obligations; (f) any commencement of any proceeding under any bankruptcy, insolvency, dissolution, liquidation, or similar law by or against Borrower or any maker, endorser, guarantor, surety, or other person liable for the Secured Obligations; (g) the sale, lease or other disposition (whether in one transaction or in a series of transactions) to one or more persons other than in the ordinary course of business of all or a substantial part of the assets of Borrower or any maker, endorser, guarantor, surety, or other person liable for the Secured Obligations; (h) the death, dissolution, or liquidation of any partner, member, shareholder or owner of Borrower or any maker, endorser, guarantor, surety, or other person liable for the Secured Obligations; or (i) the entry of any judgment against Borrower or any maker, endorser, guarantor, surety, or any other person liable for the Secured Obligations which is not discharged in a manner acceptable to Lender within thirty (30) days after such entry; (j) the issuance of levy of any writ, warrant, attachment, garnishment, execution, or other process against any property of Borrower or any maker, endorser, guarantor, surety, or any other person liable for the Secured Obligations; (k) the attachment of any tax lien to any property of Borrower or any maker, endorser, guarantor, surety, or other person liable for the Secured Obligations; (l) any statement, representation, or warranty made by Borrower or any maker, endorser, guarantor, surety, or other person liable for the Secured Obligations (or any representative of Borrower or any maker, endorser, guarantor, surety, or other person liable for the Secured Obligations) to Lender at any time shall be incorrect or misleading in any material respect when made; (m) there is a material adverse change in the condition (financial or otherwise), business, or property of Borrower or any maker, endorser, guarantor, surety, or other person liable for the Secured Obligations; or (n) Lender shall in good faith believe that the prospect for due and punctual payment or performance of any of the Secured Obligations, this Agreement or any other note, obligation, agreement, or mortgage heretofore, herewith or hereafter given to or acquired by Lender in connection with any of the Secured Obligations is impaired.

9. **REMEDIES.** Upon the occurrence of any Event of Default and at any time thereafter, Lender may exercise any one or more of the following rights and remedies: (a) declare all Secured Obligations to be immediately due and payable, and the Secured Obligations shall thereupon be immediately due and payable, without presentment or other notice or demand, all of which are waived by Borrower; (b) require Borrower to assemble all or any part of the Collateral and make it available to Lender at a place to be designated by Lender which is reasonably convenient to both parties; (c) exercise and enforce any and all rights and remedies available upon default under this Agreement, the UCC, and any other applicable agreements and laws. If notice to Borrower of any intended disposition of Collateral or other action is required, such notice shall be deemed reasonably and properly given if mailed by regular or certified mail, postage prepaid, to Borrower at the address as indicated in this Agreement or at the most recent address shown in Lender's records, at least ten (10) days prior to the action described in such notice. In lieu of, addition to, conjunction with, or substitution for these rights and remedies the secured Lender may enter upon Borrower's premises at any reasonable time to inspect Collateral and, in the event of Borrower's default, to take possession of or to complete the growing, grazing, fattening or other farming operations in connection with the collateral preparatory to its disposition, and for these purposes, the secured Lender may require Borrower to assemble the collateral and make it available to the secured Lender at a place reasonably convenient to both parties. Taking this Security Agreement shall not waive or impair any other security Lender may have or hereafter acquire for payment of the above indebtedness, nor shall taking any additional Collateral waive or impair this Security Agreement. The secured Lender may resort to any security it may have, in the order it may deem proper, and notwithstanding any collateral security, secured Lender shall retain its rights of setoff against Borrower. When Collateral is livestock, it is agreed that a commercially reasonable means of disposing of the Collateral shall include sale through a livestock market or through a licensed livestock sales company. Lender may enter on Borrower's premises without being liable for damages and take possession of the Collateral without judicial process and may use and occupy the premises and pasturage, feed pens, feed troughs and water privileges of Borrower for the purpose of feeding or caring for any livestock. It is agreed that crops shall be considered as perishable and may decline speedily in value. Lender may protect, cultivate, care for, harvest or thresh or combine the crops at the Borrower's expense and may sell and dispose of the crops at private sale if the same are mature or are harvested at the best available price.

10. **STANDARDS FOR EXERCISING RIGHTS AND REMEDIES.** To the extent that applicable law imposes duties on Lender to exercise remedies in a commercially reasonable manner, Borrower acknowledges and agrees that it is not commercially unreasonable for Lender: (a) to fail to incur expenses reasonably deemed significant by Lender to prepare the Collateral for disposition or otherwise to fail to complete raw material or work in process into finished goods or other finished products for disposition; (b) to fail to obtain third party consents for access to the Collateral to be disposed of, or to obtain, or, if not required by other law, to fail to obtain governmental or third party consents for the collection or disposition of the Collateral to be collected or disposed of; (c) to fail to exercise collection remedies against account debtors or other persons obligated on the Collateral or to fail to remove liens or encumbrances on or any adverse claims against the Collateral; (d) to exercise collection remedies against account debtors and other persons obligated on the Collateral directly or through the use of collection agencies and other collection specialists; (e) to advertise dispositions of the Collateral through publications or media of general circulation, whether or not the Collateral is of a specialized nature; (f) to contact other persons, whether or not in the same business as Borrower, for expressions of interest in acquiring all or any portion of the Collateral; (g) to hire one or more professional

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auctioneers to assist in the disposition of the Collateral, whether or not the collateral is of a specialized nature; (h) to dispose of the Collateral by utilizing Internet sites that provide for the auction of assets of the types included in the Collateral or that have the reasonable capability of doing so, or that match buyers and sellers of assets; (i) to dispose of assets in wholesale rather than retail market; (j) to disclaim disposition warranties; (k) to purchase insurance or credit enhancements to insure Lender against risks of loss, collection or disposition of the Collateral or to provide to Lender a guaranteed return from the collection or disposition of the Collateral; or (l) to the extent deemed appropriate by Lender, to obtain the services of other brokers, investment bankers, consultants and other professionals to assist Lender in the collection or disposition of any of the Collateral. Borrower acknowledges that the purpose of this paragraph is to provide non-exhaustive indications of what actions or omissions by Lender would fulfill Lender's duties under the UCC or other law of New Mexico or any other applicable jurisdiction in Lender's exercise of remedies against the Collateral and that other actions or omissions by Lender shall not be deemed to fail to fulfill such duties solely on account of not being indicated in this paragraph. Without limiting the foregoing, nothing contained in this paragraph shall be construed to grant any rights to Borrower or to impose any duties on Lender that would not have been granted or imposed by this Agreement or by applicable law in the absence of this paragraph.

11. **POWER OF ATTORNEY.** Borrower irrevocably constitutes and appoints Lender and any officer or agent of Lender, with full power of substitution, as Borrower's true and lawful attorneys-in-fact with full irrevocable power and authority in the place and stead of the Borrower or in Lender's own name, for the purpose of carrying out the terms of this Agreement, to take any and all appropriate action and to execute any and all documents and instruments that may be necessary or useful to accomplish the purposes of this Agreement and, without limiting the generality of the foregoing, gives said attorneys the power and right, on behalf of Borrower, without notice to or assent by Borrower, to do the following:

A. Upon the occurrence and during the continuance of an Event of Default, generally to sell, transfer, pledge, make any agreement with respect to or otherwise dispose of or deal with any of the Collateral in such manner as is consistent with the UCC or any other applicable law and as fully and completely as though Lender were the absolute owner thereof for all purposes, and to do, at Borrower's expense, at any time, or from time to time, all acts and things which Lender deems necessary or useful to protect, preserve or realize upon the Collateral and Lender's security interest in the Collateral, in order to effect the intent of this Agreement, all at least as fully and effectively as Borrower might do, including, without limitation: (i) the filing and prosecuting of registration and transfer applications with the appropriate federal, state, local or other agencies or authorities with respect to trademarks, copyrights and patentable inventions and process; (ii) upon written notice to Borrower, the exercise of voting rights with respect to voting securities, which rights may be exercised, if Lender so elects, with a view to causing the liquidation of assets of the issuer of any such securities; and (iii) the execution, delivery and recording, in connection with any sale or other disposition of any Collateral, of the endorsements, assignments or other instruments of conveyance or transfer with respect to such Collateral; and

B. To the extent that Borrower's authorization, given above is not sufficient to file such financing statements with respect to this Agreement, with or without Borrower's signature, or a photocopy of this Agreement in substitution for a financing statement, as Lender may deem appropriate, and to execute in Borrower's name such financing statements and amendments thereto and continuation statements which may require Borrower's signature.

To the extent permitted by law, Borrower ratifies all that said attorneys shall lawfully do or cause to be done by virtue of the power of attorney granted in this Agreement. The power of attorney granted in this Agreement is coupled with an interest and is irrevocable. The powers conferred on Lender under this Agreement are solely to protect Lender's interests in the Collateral and shall not impose any duty upon it to exercise any such powers. Lender shall be accountable only for the amounts that it actually receives as a result of the exercise of such powers, and neither Lender nor any of its officers, directors, employees or agents shall be responsible to Borrower for any act or failure to act, except for Lender's own gross negligence or willful misconduct.

12. **PRODUCTS, PROCEEDS AND AFTER ACQUIRED PROPERTY.** Lender's security interest in the Collateral extends to all property of similar type or kind now owned or hereafter acquired by Borrower and used or bought for personal, family or household purposes, farming or ranching operations, or in any other business in which Borrower may be engaged, including, but not limited to all additions, accessions, replacements, substitutions, proceeds and products from livestock, harvested crops, feed, seed and ginned cotton; all replacements, additions and accessions to and spare and repair parts, special tools and equipment; all conceived but yet unborn offspring, all natural increases, additions to and replacements and substitutions of livestock and poultry, all trading cattle, commissioned cattle, whether branded or marked in one or more of the above brands or marks or branded or marked in a different brand or mark, or unbranded or unmarked; all wool growing or to be grown on sheep or mohair on goats, both before and after shearing; all milk produced by any cows and all milk assignments; all feed to be used in the feeding, maintaining or fattening of livestock; all capital retains; all warehouse receipts, documents, storage contracts (including but not limited to CCC contracts), deficiency payments, all governmental subsidies and/or incentives, all marketing rights and all other contract rights arising from sale or other disposition of collateral and all replacements of, proceeds of, and additions to other personal property above described.

13. **MISCELLANEOUS.** This Agreement cannot be waived, modified, amended, abridged, supplemented, terminated, or discharged, and the security interests created in this Agreement cannot be released or terminated, except by a writing duly executed by Lender. A waiver shall be effective only in the specific instance and for the specific purpose given. No delay or failure to act shall preclude the exercise or enforcement of any of Lender's rights or remedies. All rights and remedies of Lender shall be cumulative and may be exercised singularly, concurrently, or successively at Lender's option, and the exercise or enforcement of any one such right or remedy shall not be a condition to or bar the exercise or enforcement of any other. This Agreement shall be binding upon and inure to the benefit of the heirs, legatees, executors, administrators, successors and assigns of Lender and shall bind all persons and parties who become bound as a debtor to this Agreement. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or

unenforceability shall not affect other provisions or applications which can be given effect, and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained in this Agreement. All representations and warranties contained in this Agreement shall survive the execution, delivery, and performance of this Agreement and the creation, payment, and performance of the Secured Obligations. Except to the extent the laws of another jurisdiction govern the creation, perfection and enforcement of the liens and security interests created in this Agreement, this Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico. If there is more than one Borrower all their representations, warranties, covenants, agreements and undertakings hereunder shall be deemed joint and several. Whenever the context requires (but without derogation of the joint and several nature of the parties' liability under this Agreement), the representations, warranties, liabilities, covenants, agreements and undertakings contained in this Agreement shall be deemed to have been individually given by each of the parties comprising Borrower. The headings of each paragraph of this Agreement are for convenience only and shall not define or limit the provisions thereof.

14. **WAIVER OF JURY TRIAL.** BORROWER WAIVES ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS AGREEMENT, ANY RIGHTS, REMEDIES, OBLIGATIONS, OR DUTIES UNDER THIS AGREEMENT, OR THE PERFORMANCE OR ENFORCEMENT HEREOF OR THEREOF. Except as prohibited by law, Borrower waives any right which it may have to claim or recover in any litigation referred to in the preceding sentence any special, exemplary, punitive or consequential damages or any damages other than, or in addition to, actual damages. Borrower: (a) certifies that neither Lender nor any representative, agent or attorney of Lender has represented, expressly or otherwise, that Lender would not, in the event of litigation, seek to enforce the foregoing waivers or other waivers contained in this Agreement, and (b) acknowledges that, in entering into this Agreement, Lender is relying upon, among other things, the waivers and certifications contained in this paragraph.

15. **MERGER.** This Agreement supersedes all prior oral negotiations, representations, and promises which are merged into this Agreement. This Agreement, and any amendments, renewals or extensions to it constitutes the entire agreement between Borrower and the Lender.

BORROWER, BY SIGNING THIS AGREEMENT, ACKNOWLEDGES THAT HE OR SHE HAS READ ALL OF THE PROVISIONS OF THIS AGREEMENT AND HAS RECEIVED A COPY OF THIS AGREEMENT.

Glen Franklin Cattle Company Inc, A New Mexico Corporation

By: Glen Franklin

Glen Franklin, President

Glen Franklin

Glen Franklin, Individually

Glen and Jimmie Franklin Trust

By: Glen Franklin

Glen Franklin, Co-Trustee

Jimmie Gayle Franklin

Jimmie G Franklin, Individually

Glen and Jimmie Franklin Trust

By: Jimmie Gayle Franklin

Jimmie Gayle Franklin, Co-Trustee

Exhibit C

DATE 11-2-10

INVOICE NO. 315257

Eastern Livestock Co., LLC

SOLD TO John Franklin SHIP TO _____
Address _____ Address _____
City-State-Zip House, NM City-State-Zip Farwell, TX

Specifically subject to all terms, conditions, and provisions
appearing upon the reverse side of this instrument.

Number Head	Kind	Weight	Averages	Amount
115	Steer	5039.5	438/126.01	63502.74
I attest that all livestock referenced by this document and transferred are of A. <input checked="" type="checkbox"/> U.S. Origin (exclusively born and raised in the U.S.) B. <input type="checkbox"/> Canadian, Mexican origin.			CERTIFICATION OF NON-PRODUCER STATUS FOR THE SELLER Claimed on # <u>115</u> cattle pursuant to 2008 § 1250.115 and 1260.314 DO NOT DEDUCT the \$1.00 per head Beef Promotion Assessment! BEEF COUNCIL REGISTERED No. KY-924 <u>John Franklin</u> 11-2-10 Signature Date	
TOTALS				

TRUCKER: Coors
Marion, Ky
FROM: Mount Vernon

COMMISSION 115 - 63502.74
VETERINARY 117 - 62099.48
TRUCKING 232 - \$125,603.22
OTHER pd 11/8/10 *
TOTAL (2)

Please Remit to: EASTERN LIVESTOCK CO., LLC
135 West Market
New Albany, IN 47150
812.818.0715

* check was written, but never mailed.



135 West Market
New Albany, IN 47150
812-848-9035

No 104226

28-27
421



PAY TO THE ORDER OF

DATE	CHECK No.	AMOUNT
10/01/15	104226	***90,000.00

GLENN FRANKLIN
PCA OF EASTERN NEW MEXICO
BOX 703
HOUSE, NM 88121

SIGNATURE

Down Payment
2/20 - 3/15 delivery 2000-2012

FOR DEPOSIT ONLY
ANY BANK OR BANKER
AG NEW MEXICO
FARM CREDIT SERVICES, ACA

The undersigned seller, in consideration of the payment hereon, hereby warrants and covenants that the title to said cattle is clear, free and unencumbered, and that the same are not subject to any lien, mortgage, or other claim of any kind, except those for which consent to said sale and release of said lien is endorsed on the check.

Secured Party of the livestock, if any, hereby consents to the sale thereof and releases said livestock from any security interest or claim whatsoever.

By endorsing said instrument, undersigned certifies that he is the best of his knowledge and belief the owner, possessor or direct control of the subject livestock sold to Eastern Livestock Co., LLC, and not authorized within the meaning of the Federal Food Drug and Cosmetic Act, i.e. none of the cattle or other mammals have been fed any material that contains or contains derived from mammalian tissues as defined by the Food & Drug Administration Regulations specifically 21 CFR 588.2000 *in compliance*

Item Amount	Item Serial	Item R/T	Item Account	Item Sequence	Date	Item Type
\$90,000.00	000000000104226	004210027	000000007480493778	0000751681310	1/22/2010	Transit

Wells Fargo Bank certifies that the above image is a true and exact copy of the original item issued by the named customer, and was produced from original data stored in the archives of Wells Fargo, its predecessors or successors.

DATE 11-3-10

INVOICE NO. 316529

Eastern Livestock Co., LLC

SOLD TO Sherrin Franklin SHIP TO _____
Address _____ Address _____
City-State-Zip House NM City-State-Zip Farwell TX

Specifically subject to all terms, conditions, and provisions
appearing upon the reverse side of this instrument.

Number Head	Kind	Weight	Averages	Amount
117	Steer	48805	417/12724	62099.48
I attest that all livestock referenced by this document and transferred are of: A <input checked="" type="checkbox"/> U.S. Origin (exclusively born and raised in the U.S.) B <input type="checkbox"/> Canadian, Mexican origin.			CERTIFICATION OF NON-PRODUCER STATUS FOR THE SELLER Claimed on # <u>117</u> cattle pursuant to: 7CFR § 1260.118 and 1260.314 DO NOT DEDUCT the \$1.00 per head Beef Promotion Assessment BEEF COUNCIL REGISTERED NO. KY024 <u>Sherrin Franklin</u> <u>11-3-10</u> Signature Date	
TOTALS				

TRUCKER: Weber
Marion, Ky
FROM: Maui Gibson

COMMISSION _____
VETERINARY _____
TRUCKING _____
OTHER _____
TOTAL _____

Please Remit to: EASTERN LIVESTOCK CO., LLC
135 West Market
New Albany, IN 47150
812-948-8035

Cattle - not paid

11/2 Invoice # 315257
 115 steers @ \$63,502.14

11/3 Invoice # 316529
 117 steers @ \$62,099.48

 232 steers \$125,602.22

(death loss) 54 steers = \$48,121.97
 (+ precondition
 + medicine) 77,480.25

* See the attached invoice from pre-conditioning pens.

232 slrs
 - 54 deads

 178 hd as of Dec. 17

Dec. 17, 2010

Rockin F Cattle Company

154 FM 3125
Farwell, TX 79325

Invoice No.

1000

INVOICE

Customer

Name Glen Franklin
Address PO Box 703
City House State NM ZIP 88121
Phone _____

Date 12/17/2010
Order No. _____
Rep _____
FOB _____

Qty	Description	Unit Price	TOTAL
115	Lot 60 11/3/2010 -12/17/2010		\$0.00
1	Processing Lot 60	\$4,191.28	\$4,191.28
1	Medicine Lot 60	\$5,800.00	\$5,800.00
31	Deads	\$541.38	\$16,782.78
117	Lot 61 11/4/2010 - 12/17/2010		\$0.00
1	Processing Lot 61	\$4,264.17	\$4,264.17
1	Medicine Lot 61	\$4,632.00	\$4,632.00
23	Deads	\$541.38	\$12,451.74

Cattle were stale upon arrival. Most cattle infected with pneumonia when unloaded from truck.

Glen Franklin

Payment Details

- ☒ Cash
☐ Check
☐ Credit Card

Name _____
CC # _____

Expires _____

SubTotal	\$48,121.97
Shipping & Handling	\$0.00
Taxes	State
TOTAL	\$48,121.97

Office Use Only

Glen owes eastern \$77,48.25

Insert Fine Print Here

Insert Farewell Statement Here

Feb 15, 2011

Rocking F Feedyard

Eastern Livestock Cattle 174 head total

Dec 17 → Feb 15 = 61 days total

yardage \$ 3184.20

medicine \$ 1150.00

Feed \$ 16982.40

Total Bill \$ 21,316.60

4 hd Total Dead

Dead \$ 2165.52

541.38 per Calf

2165.52

= \$ 23,482.12

Shawn F. Miller